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Infinite Energy Home Services, Inc.

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

INFINITY ENERGY, INC., a California Corporation,

Plaintiff,

v.

INFINITE ENERGY HOME SERVICES, INC., a California Corporation,

Defendant.

Case No. 2:21-cv-00438-WBS-KJN
Hon. William B. Shubb

DEFENDANT'S NOTICE OF FILING OF EXHIBITS IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT, OR IN THE ALTERNATIVE, MOTION FOR PARTIAL SUMMARY JUDGMENT

Date: May 30, 2023
Time: 1:30 p.m.
Location: Courtroom 5

Defendant INFINITE ENERGY HOME SERVICES, INC. hereby files true and correct copies of the following exhibits with the Court in support of Defendant's Motion for Summary Judgment, or in the alternative, Motion for Partial Summary Judgment

Exhibit A. Plaintiff's United States Patent and Trademark Office servicemark registration certificate.

Exhibit B. Dictionary Definition of the "Infinity", Merriam-Webster.com Dictionary, Merriam-Webster, accessed on Apr. 10, 2023, https://www.merriam-webster.com/dictionary/infinity/.

Exhibit C. Dictionary Definition of the "Infinite", Merriam-Webster.com Dictionary, Merriam-Webster, accessed on Apr. 10, 2023, https://www.merriam-webster.com/dictionary/infinite/.

Exhibit D. Pertinent portions of the Deposition Transcript of Plaintiff's Person Most Qualified, Cameron Kelly (L.R. 133(j))

Exhibit E. United States Patent and Trademark Office records listing live trademarks containing the word "Infinity" in International Class 037.

Exhibit F United States Patent and Trademark Office records listing live trademarks containing the word "Infinity" for Solar services.

Exhibit G. United States Patent and Trademark Office records listing live trademarks containing the word "Energy" for Solar services.

Exhibit H. Defendant Infinite Energy Home Services, Inc.'s Responses to Plaintiff Infinity Energy, Inc.'s Requests for Admissions, Set One.

Exhibit I. Plaintiff Infinity Energy, Inc.'s Responses to Defendant Infinite Energy Home Services, Inc.'s Requests for Admission, Set One.

Exhibit J. Plaintiff Infinity Energy, Inc.'s Responses to Defendant Infinite Energy Home Services, Inc.'s Interrogatories, Set One.

Exhibit K. Defendant Infinite Energy Home Services, Inc.'s Responses to Plaintiff Infinity Energy, Inc.'s Special Interrogatories, Set One.

Exhibit L. Plaintiff's Expert Report of Expert Dr. Patrick Farrell.

Exhibit M. Defendant's Rebuttal Expert Report of Expert Rhonda Harper.

Exhibit N. Home page of Plaintiff's website with the domain name "https://infinityenergy.com/"

Exhibit O. Home page of Defendant's website with the domain name "https://www.infiniteenergyco.com/"

Exhibit P. United States Patent and Trademark Office, Office Action dated May 26, 2020.

Exhibit Q. Informative materials for Plaintiff's services.

Exhibit R. A page from Plaintiff's website with the domain name https://infinityenergy.com/,

Exhibit S. California Secretary of State, Statement of Information for Defendant Infinite Energy Home Services, Inc.

Exhibit T. Further informative materials for Plaintiff's services.

Exhibit U. Amendments page to Plaintiff's servicemark.

Exhibit V. Defendant's Facebook page.

Exhibit W. Email correspondence between Plaintiff and third party, dated March 11, 2022.

Exhibit X. A page displaying the options for Plaintiff's services on Plaintiff's webpage with the domain name https://infinityenergy.com/.

DATED: APRIL 25, 2023

KROGH & DECKER, LLP

By: */cagil arel/*
CAGIL AREL
Attorney for Defendant,
Infinite Energy Home Services, Inc.

EXHIBIT A

United States of America
United States Patent and Trademark Office

INFINITY ENERGY

Reg. No. 6,162,823

Registered Sep. 29, 2020

Int. Cl.: 37

Service Mark

Principal Register

Infinity Energy Inc. (CALIFORNIA CORPORATION)
3855 Atherton Rd.
Rocklin, CALIFORNIA 95765

CLASS 37: Installation of solar energy systems and alternative energy products for residential and commercial use

FIRST USE 10-3-2014; IN COMMERCE 10-3-2014

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT STYLE, SIZE OR COLOR

No claim is made to the exclusive right to use the following apart from the mark as shown: "ENERGY"

SER. NO. 88-820,219, FILED 03-04-2020

Director of the United States
Patent and Trademark Office

EXHIBIT B

infinity noun

in·fin·i·ty in-ˈfi-nə-tē

plural **infinities**

Synonyms of *infinity* ›

1 **a** : the quality of being infinite

b : unlimited extent of time, space, or quantity : BOUNDLESSNESS

2 : an indefinitely great number or amount

an *infinity* of stars

3 **a** : the limit of the value of a function or variable when it tends to become numerically larger than any preassigned finite number

b : a part of a geometric magnitude that lies beyond any part whose distance from a given reference position is finite

do parallel lines ever meet if they extend to *infinity*

c : a transfinite number (such as aleph-null)

4 : a distance so great that the rays of light from a point source at that distance may be regarded as parallel



Synonyms

eternity | everlasting | foreverness | perpetuity

See all Synonyms & Antonyms in Thesaurus ›

EXHIBIT C

merriam-webster.com/dictionary/infinite

Merriam-Webster Est. 1828 Dictionary Thesaurus infinite Games & Quizzes Thesaurus Features Word Finder Word of the Day Shop Join MWU Log In

Dictionary
Definition
adjective
noun
Synonyms
Example Sentences
Word History
Phrases Containing
Entries Near
Show More
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infinite 1 of 2 adjective

in·fi·nite 'in-fə-nət

Synonyms of *infinite* ›

1 : extending indefinitely : ENDLESS
infinite space

2 : immeasurably or inconceivably great or extensive : INEXHAUSTIBLE
infinite patience

3 : subject to no limitation or external determination

4 a : extending beyond, lying beyond, or being greater than any preassigned finite value however large
infinite number of positive numbers

b : extending to infinity
infinite plane surface

c : characterized by an infinite number of elements or terms
an *infinite* set
an *infinite* series

infiniteness noun

infinite 2 of 2 noun

: something that is infinite (as in extent, duration, or number)

Quordle
W O R D Y
L O V E R
P L A Y S
D A I L Y
Can you solve 4 words at once?
Play

EXHIBIT D

INFINITY ENERGY, INC. v. INFINITE ENERGY HOME SERVICES, INC.

Case No. 2:21-cv-00438-WBS-KJN

DEPOSITION OF CAMERON KELLY PERSON MOST QUALIFIED FOR INFINITY ENERGY, INC.

5	**Q Do you think the name Infinity Energy is**
6	**unique?**
7	A The -- no.

31:5-7

Q Okay. Can we agree that infinity and infinite are two different words?
A Yes.
Q Okay. And can we agree that infinity is a noun, whereas infinite is an adjective?
A Yes.

25:17:22

Q Okay. But doesn't -- solar comes from the sun, not to -- correct?
A Yes.

Q And the sun is a constant source of power; isn't that correct?
A Yes.

31:23-32:3

Q This second one, Infinity Energy in Pearl River, New York.

Is your Infinity Energy affiliated with that?

A No.

Q That entity?

A No.

Q And the one below that, Infinity Energy Construction, I think that's the one we talked about earlier.

That is you guys, correct?

A Yes.

Q The one below it is, it looks like somewhere out of the country. The one below that is Infinity Energy Services. I think that's the Texas one we spoke about earlier, and you're not affiliated with that one either, correct?

A No.

Q And then the one below that, Infinity Energy Solutions LLC in Youngsville Louisiana, not affiliated?

A Nope.

Q Infinity Energy Capital LLC out of Houston, not affiliated?

A No.

Q Infinity Energy LLC out of Midlin, Texas, not affiliated?

A No.

First off, Infinity does operations in multiple states, correct?
A Yes.
Q And I believe it's California, Nevada, Texas, Florida, and Idaho; is that correct?
A Yes.
Q Are there -- are there any other states that

Infinity does business in?
A Yes. Yes.
Q What are all the states that infinity does business in?
A In addition to your list, Colorado and New Jersey.

22:19-23:6

Did -- have -- are you aware of any consumer poling that Infinity performed in connection to this lawsuit?

A Consumer poling, no. We -- we never did any trackable polls.

Q Okay. Never tracked the public to determine whether, you know, you see this Infinity Energy trademark and they know its you guys, nothing like that?

A Huh-uh. No.

33:10-18

Q Okay. Do you have an actual number of how much revenue Infinity has lost due to its allegations against IEHS?

MR. CRONICAN: I will object to the extent it calls for expert opinion. Also, to the extent it calls for him to speculate, but go ahead, Cameron.

THE WITNESS: Yeah. I was just going to say that we have estimates because we haven't been tracking everything.

BY MR. ELDRED:

56:7-16

Q I'm going to drop an exhibit into the chat, if I may. I just dropped an exhibit in the chat.

Do you see that?

A Yes.

Q Are you able to open that?

A Yes.

Q Okay. Do you see that the title of it says, "Objections and Responses to Infinity Energy Home Services, Inc.'s Deposition Notice"?

A Yes.

Q Okay. Great. Have you seen this document before?

A I don't recall.

Q Let me drop another one.

THE REPORTER: Sorry, counsel. What number is that first one?

MR. ELDRED: 1003.

(^ Exhibit 1003 was marked for identification.)

THE REPORTER: If you could just put the number on the record for this one too.

MR. ELDRED: Perfect. Mr. Kelly, I just dropped premarked Exhibit 1002 in the chat.

(^ Exhibit 1002 was marked for identification.)

BY MR. ELDRED:

Q Are you able to open that?

A Yep. Yes.

Q Okay. Do you see the title Infinity Energy Home Services Deposition Notice?

A Yes.

Q Okay. Have you seen this document before?

A I don't recall either.

Q Okay. I want to go back to 1003.

Do you have that in front of you now?

A Yes.

Q Okay. Do you see on page 2, starting at line 20, it says Topic No. 2?

A Yes.

Q It reads the facts and circumstances about all lost revenue profits or otherwise from any customer or potential customer confusing Infinity Energy, Inc. and

---

Infinite Energy Home Services.

Do you see that?

A Yes.

Q And below that, it says Cameron Kelly.

Do you see that?

A Yes.

Q Do you understand you've been designated as the person who's the most qualified to give testimony on this topic on behalf of Infinity?

A Yes.

Q Okay. Can you explain why you are the most qualified to give testimony on this topic, Topic No. 2?

A I'm heavily in tune with the sales numbers, as well as average sales price and any sales related issues within the company.

16:15-19

10	Exhibit 1003	Objections and Responses to Infinite Energy Home Services Inc.'s Deposition Notice for Infinity Energy, Inc.'s Person Most Qualified	15
11			
12			

3:10-12

Q Got it. Okay. I want to go back to the same exhibit, Exhibit 1003. I want to this time go to page 3, line 11. It says topic six.

Do you see that?

A Yes.

Q And below that, it says the facts and circumstances concerning the allegations made in Infinity Energy, Inc.'s First Amended Complaint.

Do you see that?

A Yes.

Q And then on line 18, it says Cameron Kelly?

A Yes.

Q What makes you the most qualified to give testimony on Topic No. 6?

MR. CRONICAN: I'll just note for the record, sorry to interrupt, that there is an objection within the response, and I'll lodge it here as well, that it's -- the request -- the topic is vague and it's pretty broad.

So to the extent you understand it, Cameron, please, go ahead.

THE WITNESS: I would say I am the most qualified, because I'm over our inside sales organization, and they're the ones mostly impacted by this. I hear and see most of the issues related to this. Not to say there hasn't been any problems from the other sales channels, but our internal marketing sales channel, which is inside sales, has the most issues.

Q I'm going to ask you the same question. I'll acknowledge opposing counsel's objection that is on the document. The topic is, "Infinity Energy, Inc.'s alleged damages as alleged in Infinity Energy, Inc.'s First Amended Complaint."

What makes you the most qualified to testify on that topic, Topic No. 10?

A Again, the two most heavily affected sales channels are the internal ones, which are the ones that I'm over.

20:4-13

Q And I want to jump next to Topic 7. It starts on line 19, "The facts and circumstance that aided, or otherwise assisted, with Infinity Energy, Inc.'s answers to all discovery responses served and documents produced in this matter." Jumping down to line 26, it says, "Cameron Kelly." I will acknowledge there is a objection there as well.

What makes you the most qualified to testify concerning Topic No. 7?

A Sorry. I was rereading it.

Q Take your time.

A To the best of my ability, I would just say, again, it's more in relation to the sales channels that I'm over.

19:11-24

Q And -- okay. So you are the -- I forgot your title you just told me. Can you please remind me?

A Chief Sales Officer.

Q Chief Sales Officer. Thank you. And how long have you held that position?

A Since -- since inception, 2014.

13:14-19

EXHIBIT E

United States Patent and Trademark Office
Home Site Index Search FAQ Glossary Contacts eBusiness eBiz alerts News
Trademarks > Trademark Electronic Search System (TESS)

TESS was last updated on Wed Apr 19 04:07:21 EDT 2023

TESS HOME NEW USER STRUCTURED FREE FORM BROWSE DICT SEARCH OG Top HELP
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Refine Search [(infini* [comb] and (037)[ic] not dead)[ALL] Submit
Current Search: S2: (infini* [comb] and (037)[ic] not dead)[ALL] docs: 66 occ: 145

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2	97331866		INF1NITY	TSDR	LIVE	
3	97193796		INFINITE ENERGY HOME SERVICES	TSDR	LIVE	
4	97193881		INFINITE DIESEL PERFORMANCE	TSDR	LIVE	
5	97193712		INFINITE DIESEL & UTV	TSDR	LIVE	
6	97837209		INFINITUM SOLAR	TSDR	LIVE	
7	97272718		NFINITE	TSDR	LIVE	
8	97219412		INFINITI BEYOND	TSDR	LIVE	
9	97821918		ENFINITY LIFETIME WINDOW SYSTEM	TSDR	LIVE	
10	97807123		TRIPLE INFINITY LLC	TSDR	LIVE	
11	97419762		INF1NITY	TSDR	LIVE	
12	97419756		INF1NITY	TSDR	LIVE	
13	97383997		INFINITELY SMARTER	TSDR	LIVE	
14	97042587		INFINITE CONCEPTS AS ABOVE SO BELOW	TSDR	LIVE	
15	97351405		INFINITY CLEAN	TSDR	LIVE	
16	97372274		INFINITE DECKS	TSDR	LIVE	
17	97457461		INFINITE DECKS	TSDR	LIVE	
18	97370469		INFINITE LABS	TSDR	LIVE	
19	97613309		INFINITY	TSDR	LIVE	
20	97585810		INFINITE RV & MARINE	TSDR	LIVE	
21	97422240		INFINITE CONSTRUCTION GROUP	TSDR	LIVE	
22	90576025		INFINITYLOOP	TSDR	LIVE	
23	90322586	6460854	INFINITY ROOFING & SIDING STORM DAMAGE SPECIALIST	TSDR	LIVE	
24	90716369		INFINITE CONCEPTS	TSDR	LIVE	
25	90192886		GLASS8INC INFINITE GLASS SOLUTIONS	TSDR	LIVE	
26	90720498	6933194	INFINITY AUTO GLASS	TSDR	LIVE	
27	90800785		INFINITI POWER THE CLIENT POWER THE FUTURE	TSDR	LIVE	
28	90397177		INFINITY LEGACY ENTERPRISE	TSDR	LIVE	
29	90674787		INFINITY	TSDR	LIVE	
30	90549167		INFINITE	TSDR	LIVE	
31	90531626		INFINITE	TSDR	LIVE	
32	90099964	6305616	KITCHEN INFINITY	TSDR	LIVE	
33	90015683	6603766	INFINITY COLLECTIVE	TSDR	LIVE	
34	90261261	6416383	INFINITY ENERGY	TSDR	LIVE	
35	88889306		INFINITY GUIDE	TSDR	LIVE	
36	88014121	6465994	GROW INFINITE	TSDR	LIVE	
37	88820219	6162823	INFINITY ENERGY	TSDR	LIVE	
38	88709758	6080147	INFINITY	TSDR	LIVE	
39	88505707	6057084	INFINISKIES	TSDR	LIVE	
40	88127358	5750589	INFINITE NETWORKS	TSDR	LIVE	037
41	88103288	5744521	INFINIA LIVING	TSDR	LIVE	037
42	87122522	5330780	INFINITE WINDOWS	TSDR	LIVE	035; 037
43	87740889	5589138	INFINITY LASER TAG	TSDR	LIVE	037; 041
44	86503350	4799282	INFINITY MECHANICAL	TSDR	LIVE	
45	86882479	5766549	INFINITY GROUP	TSDR	LIVE	035; 037
46	86882489	5598288	INFINITY REAL ESTATE	TSDR	LIVE	036; 037
47	86701445	5387112	1FINITY	TSDR	LIVE	009; 037; 042
48	85175271	4187440	INFINITI CONNECTION	TSDR	LIVE	
49	85523080	5015362	INFINITI	TSDR	LIVE	
50	85637315	4300537	INFINIGY	TSDR	LIVE	
51	85790083	6441218	INFINITI INTOUCH	TSDR	LIVE	
52	85359039	4412928	INFINITI	TSDR	LIVE	037
53	85597443	4373408	INFINITY TWIST	TSDR	LIVE	021; 037
54	79222143	5815694	OP PLASTIC OMNIUM INFINITE INNOVATION	TSDR	LIVE	
55	79232163	5934532	GEFCO. INFINITE PROXIMITY	TSDR	LIVE	
56	78889543	3464347	INFINCOM	TSDR	LIVE	035; 037
57	76021090	2473809	INFINIBYTE	TSDR	LIVE	
58	77878094	4188387	HERO HISTORIC ENDURANCE RALLYING ORGANISATION PER ARDUA AD INFINITUM	TSDR	LIVE	
59	77289577	4455198	INFINITY SCISSOR SERVICE	TSDR	LIVE	
60	77010187	3555778	INFINITY	TSDR	LIVE	009; 010; 020; 037; 041
61	77237086	3637310	INFINITI	TSDR	LIVE	035; 037
62	77237063	3637309	INFINITI	TSDR	LIVE	035; 037
63	77237030	3637308	INFINITI	TSDR	LIVE	035; 037
64	77236991	3637307	INFINITI	TSDR	LIVE	035; 037
65	77473221	3634033	INFINITI	TSDR	LIVE	012; 035; 037
66	74001302	2160715	INFINITI	TSDR	LIVE	006; 012; 016; 021; 025; 037; 042

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EXHIBIT F

TESS was last updated on Wed Apr 12 03:47:22 EDT 2023

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Current Search: S5: ***infini$ [comb] and solar [gs] and live[ld]*** docs: 20 occ: 171

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2	97069162		GROWATT INFINITY	TSDR	LIVE	
3	97837209		INFINITUM SOLAR	TSDR	LIVE	
4	97127872		INFINITE INGENUITY	TSDR	LIVE	
5	97710728		INFINITY GRID	TSDR	LIVE	
6	97221307		E-INFINITE	TSDR	LIVE	
7	97193796		INFINITE ENERGY HOME SERVICES	TSDR	LIVE	
8	90551955	6998700	8 ENFINITY	TSDR	LIVE	
9	90807604	6939005	INFINITE FIBEARS	TSDR	LIVE	
10	90800785		INFINITI POWER THE CLIENT POWER THE FUTURE	TSDR	LIVE	
11	90806528	6890849	INFINISOLAR	TSDR	LIVE	
12	90260655	6695265	INFINITYLAB	TSDR	LIVE	
13	90583656	6657300	INFINITY	TSDR	LIVE	
14	90261261	6416383	INFINITY ENERGY	TSDR	LIVE	
15	88820219	6162823	INFINITY ENERGY	TSDR	LIVE	
16	88135686	5756396	MESH	TSDR	LIVE	009
17	87318329	5465616	INFINITY X1	TSDR	LIVE	
18	87276693	5470590	STARGAZING INFINITE DIMENSIONS	TSDR	LIVE	
19	86391149	5253495	QI-INFINITY	TSDR	LIVE	
20	77459781	3549577	SUNFINITI	TSDR	LIVE	042

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EXHIBIT G

United States Patent and Trademark Office

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Trademarks > Trademark Electronic Search System (TESS)

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Current Search: S1: **(energy [comb] and solar [gs] and live[ld])[ALL]** docs: 841 occ: 5785

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2	97065363		ECO ENERGY FUNDS	TSDR	LIVE	
3	97850975		VOLT ENERGY GROUP	TSDR	LIVE	
4	97478427		ENPOWER ENERGY	TSDR	LIVE	
5	97844442		CVE CHANGING VISIONS OF ENERGY	TSDR	LIVE	
6	97479936		E	TSDR	LIVE	
7	97873076		KIIN ENERGY	TSDR	LIVE	
8	97189042		RIENERGY	TSDR	LIVE	
9	97188998		RHODE ISLAND ENERGY	TSDR	LIVE	
10	97838417		AUXERA ENERGY	TSDR	LIVE	
11	97389847		CLOUDENERGY	TSDR	LIVE	
12	97322069		THE CATALYST FOR YOUR ENERGY TRANSITION	TSDR	LIVE	
13	97231260		JANUS ENERGY	TSDR	LIVE	
14	97018098		TERRANAUT ENERGY	TSDR	LIVE	
15	97184406		INTERSECT ENERGY	TSDR	LIVE	
16	97184400		INTERSECT ENERGY	TSDR	LIVE	
17	97831249		BETTER ENERGY BY EVERY MEASURE	TSDR	LIVE	
18	97391562		THE ENERGY CHICKS	TSDR	LIVE	
19	97308102		FUTURE ENERGY	TSDR	LIVE	
20	97184393		INTERSECT ENERGY	TSDR	LIVE	
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22	97851127		INSTANT ENERGY	TSDR	LIVE	
23	97531693		ENERGY PLANET	TSDR	LIVE	
24	97310554		ENERGYCRAFT	TSDR	LIVE	
25	97301163		REWI	TSDR	LIVE	
26	97825023		ENERGY SOLAR VELA	TSDR	LIVE	
27	97018092		TERRANAUT ENERGY	TSDR	LIVE	
28	97845978		KINGDOM SOLAR ENERGY	TSDR	LIVE	
29	97301166		RENEWABLE ENERGY WILDLIFE INSTITUTE	TSDR	LIVE	

30	97822725		ENERGY SOLAR VELA	TSDR	LIVE	
31	97184402		INTERSECT ENERGY	TSDR	LIVE	
32	97125491		ENERGY AT A HIGHER POWER	TSDR	LIVE	
33	97819513		FIZZENERGI	TSDR	LIVE	
34	97475553		ENERGYRE	TSDR	LIVE	
35	97443470		ENERGYRE ENERGY R ENERGY R	TSDR	LIVE	
36	97265640		NOVIK ENERGY	TSDR	LIVE	
37	97139343		NELNET RENEWABLE ENERGY	TSDR	LIVE	
38	97115147		ENERGY CARBON	TSDR	LIVE	
39	97730174		ESE	TSDR	LIVE	
40	97434441		LASTMILE ENERGY	TSDR	LIVE	
41	97166202		ALLY ENERGY	TSDR	LIVE	
42	97059108		SFK ENERGY	TSDR	LIVE	
43	97814184		HIGH ENERGY CAR	TSDR	LIVE	
44	97715181		D DOMINION ENERGY SOLUTIONS	TSDR	LIVE	
45	97715178		DOMINION ENERGY SOLUTIONS	TSDR	LIVE	
46	97319055		BEDROCK ENERGY	TSDR	LIVE	
47	97293166		IRVING ENERGY	TSDR	LIVE	
48	97013351		LEEWARD RENEWABLE ENERGY	TSDR	LIVE	
49	97302473		BALANCED ENERGY	TSDR	LIVE	
50	97299126		SOLAR ENERGY FOR SOCIAL GOOD	TSDR	LIVE	
51	97418323		ROEV ENERGY	TSDR	LIVE	
52	97342637		GREENENERGYBLUE	TSDR	LIVE	
53	97266188	6996561	ECL ENERGY CHANGES LIFE	TSDR	LIVE	
54	97200038		SUNERGY	TSDR	LIVE	
55	97115465		ENERGYCULTURE	TSDR	LIVE	
56	97082186		NOBEL ENERGY	TSDR	LIVE	
57	97021454	6994668	ON-DEMAND RENEWABLE ENERGY	TSDR	LIVE	
58	97795832		ZE	TSDR	LIVE	
59	97793623		SUMMIT ENERGY	TSDR	LIVE	
60	97347145		SUNATION ENERGY	TSDR	LIVE	
61	97326881		MARATHON ENERGY	TSDR	LIVE	
62	97300133		FUSION ENERGY	TSDR	LIVE	
63	97226991	6989864	MAXENERGY	TSDR	LIVE	
64	97114337		FARADAY ESS	TSDR	LIVE	
65	97400763		SENMARCK ENERGY	TSDR	LIVE	
66	97539675		AEGEAN ENERGY	TSDR	LIVE	
67	97394533		TRIGO ENERGIES	TSDR	LIVE	
68	97777740		EMERALD ENERGY ANALYTICS	TSDR	LIVE	
69	97391002		AGILITAS ENERGY	TSDR	LIVE	
70	97317711		RENOVA ENERGY	TSDR	LIVE	
71	97092035	6983572	GARDENERGY	TSDR	LIVE	
72	97043739		HANWHA ENERGY INNOVATION	TSDR	LIVE	
73	97775550		ONE NATION SOLAR FREEDOM OF ENERGY CHOICE	TSDR	LIVE	
74	97760521		POWERING ENERGY INDEPENDENCE	TSDR	LIVE	
75	97769701		547 ENERGY	TSDR	LIVE	
76	97768819		5 DIGITAL ENERGY	TSDR	LIVE	
77	97324155		ATMA ENERGY	TSDR	LIVE	

78	97315052		SOLAR INFORMATICS SOLAR ENERGY CLOUD PLATFORM	TSDR	LIVE	
79	97291491		AURORA ENERGY	TSDR	LIVE	
80	97217034		SAVEENERGY SAVE THE PLANET, SAVE YOUR POCKET	TSDR	LIVE	
81	97763897		A DIFFERENT KIND OF ENERGY	TSDR	LIVE	
82	97187425		REIMAGINING ENERGY	TSDR	LIVE	
83	97083992		REIMAGINING ENERGY	TSDR	LIVE	
84	97551011		CREATING ENERGY SOLUTIONS	TSDR	LIVE	
85	97551006		CORDIA ENERGY	TSDR	LIVE	
86	97368561		MARVEL RENEWABLE ENERGY	TSDR	LIVE	
87	97375205		CASSINI CLEAN ENERGY	TSDR	LIVE	
88	97615251		REV ENERGY	TSDR	LIVE	
89	97372796		GREEN WAY GREENWAY CLEAN ENERGY · GREEN LIFE	TSDR	LIVE	
90	97372766		GWSOLAR CLEAN ENERGY GREEN LIFE	TSDR	LIVE	
91	97257358		O ZEROBASE ENERGY RESILIENCY ANYWHERE	TSDR	LIVE	
92	97257231		ENERGY RESILIENCY ANYWHERE	TSDR	LIVE	
93	97623842		SOLAR ENERGY DYNAMICS	TSDR	LIVE	
94	97623770		THE ENERGY MATRIX	TSDR	LIVE	
95	97369698		REV ENERGY VENTURES	TSDR	LIVE	
96	97030824		BLUE HORIZON ENERGY	TSDR	LIVE	
97	97754085		FULL ENERGY INDEPENDENCE	TSDR	LIVE	
98	97368401		RESORT ENERGY VENTURES	TSDR	LIVE	
99	97666157		NUQUEST ENERGY	TSDR	LIVE	
100	97129677	6967205	MAKING CLEAN ENERGY CLEANER	TSDR	LIVE	

Export displayed results (1 ~ 100) .csv

EXHIBIT H

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Attorneys for Defendant
INFINITE ENERGY HOME SERVICES, INC.

THE UNITED STATES DISTRICT COURT

EASTERN DISTRICT OF CALIFORNIA - SACRAMENTO

INFINITY ENERGY, INC., a California Corporation. Plaintiff, vs. INFINITE ENERGY HOME SERVICES, INC., a California Corporation. Defendant.	CASE NO.: 2:21-CV-00438-WBS-KJN ASSIGNED TO: THE HON. WILLIAM B. SHUBB **DEFENDANT INFINITE ENERGY HOME SERVICES, INC.'S RESPONSE TO PLAINTIFF INFINITY ENERGY, INC.'S REQUESTS FOR ADMISSIONS, SET ONE** SUIT FILED: MARCH 11, 2021

PROPOUNDING PARTY: Plaintiff, INFINITY ENERGY, INC.

RESPONDING PARTY: Defendant, INFINITE ENERGY HOME SERVICES, INC.

SET NO: One (1)

COMES NOW, Defendant INFINITE ENERGY HOME SERVICES, INC. (hereinafter "Responding Party") pursuant to Code of Civil Procedure § 2033.210, *et seq*. responding to Plaintiff INFINITY ENERGY, INC. (hereinafter "Propounding Party") REQUEST FOR ADMISSIONS, Set One (1), served by Electronic Mail on March 31, 2022, as follows:

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PRELIMINARY STATEMENT

Responding Party responds for the purposes of this suit only and preserves all objections for trial. Responding Party admits only its explicitly stated facts, but does not admit the existence of facts asserted or assumed by any request, does not admit that any document or response is admissible, and does not admit that the court has jurisdiction over this suit. Any inadvertent disclosure is not a waiver of any applicable doctrine or privilege. Responding Party has not completed its investigation or preparation for trial and reserves its right to amend and supplement these responses.

Responding Party provides the following responses to Plaintiff, INFINITY ENERGY, INC. REQUEST FOR ADMISSIONS, Set One. Responding Party continues to pursue its investigation and analysis of the facts and law relating to this case. Responding Party has not completed his trial preparation. Responding Party's responses are therefore limited to information and records that are presently known and available to it. Thus, Responding Party provides these responses without prejudice to its right to add to, amend, modify, or supplement these responses because of subsequently ascertained facts or to correct any inadvertent errors or omissions.

Further, Responding Party objects to these requests to the extent that they seek information protected from disclosure by the attorney-client privilege, the attorney work-product doctrine, the joint-defense privilege, trade secret privilege, or any other applicable doctrine or privilege. Accordingly, Responding Party will not provide responses to requests seeking such information or materials. Responding Party objected to these requests to the extent they seek discovery of facts that are neither relevant to the subject matter of this action, nor reasonably calculated to lead to the discovery of admissible evidence.

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RESPONSES TO REQUEST FOR ADMISSIONS, SET ONE

REQUEST FOR ADMISSION NO. 1:

Admit that actual or potential customers have contacted YOU seeking goods or services from PROPOUNDING PARTY.

RESPONSE TO REQUEST FOR ADMISSION NO. 1:

RESPONDING PARTY objects to this Request as vague and ambiguous concerning the term "services from PROPOUNDING PARTY", as well as to time in scope. As phrased, RESPONDING PARTY is unable to admit or deny.

REQUEST FOR ADMISSION NO. 2:

Admit that actual or potential customers have confused YOU and PROPOUNDING PARTY.

RESPONSE TO REQUEST FOR ADMISSION NO. 2:

RESPONDING PARTY objects to this Request as this Request calls for a legal conclusion that requires expert opionion; the Request is vague and ambiguous as to the term "confused." RESPONDING PARTY lacks sufficient facts to admit or deny whether any actual or potential customer has "confused" RESPONDING PARTY with PROPOUNDING PARTY.

REQUEST FOR ADMISSION NO. 3:

Admit that YOU had actual or constructive knowledge of PROPOUNDING PARTY's trademark which is the subject of this litigation during the time(s) that YOU offered solar energy systems for sale or installation.

RESPONSE TO REQUEST FOR ADMISSION NO. 3:

RESPONDING PARTY objects to this Request as an improper request for an admission of a pure legal conclusion. RESPONDING PARTY further objects to this Request as vague and ambiguous as to time. Given the unlimited time and scope, RESPONDING PARTY is unable to admit or deny as phrased.

REQUEST FOR ADMISSION NO. 4:

Admit that during at least some portion of time between 2014 and present day

YOU have marketed YOUR company by the name "Infinite Energy".

RESPONSE TO REQUEST FOR ADMISSION NO. 4:

Admit

REQUEST FOR ADMISSION NO. 5:

Admit that YOUR website utilizes the name "Infinite Energy" to market its goods and/or services.

RESPONSE TO REQUEST FOR ADMISSION NO. 5:

RESPONDING PARTY objects to this Request as vague and ambiguous as to the term "utilizes the name 'Infintie Energy'" and is intentionally phrased to be misleading. Subject to and without waiving the aforementioned objections, RESPONDING PARTY responds as follows: RESPONDING PARTY admits its website utilizes the term "Infinite Energy" to market its goods and/or services; however, RESPONDING PARTY denies that it uses the name "Infinite Energy" solely to market its goods and/or services.

REQUEST FOR ADMISSION NO. 6:

Admit that YOUR website refers to YOUR company as "Infinite Energy".

RESPONSE TO REQUEST FOR ADMISSION NO. 6:

Deny.

REQUEST FOR ADMISSION NO. 7:

Admit that YOU have sold solar energy systems to new customers who contacted YOU attempting to contact PROPOUNDING PARTY.

RESPONSE TO REQUEST FOR ADMISSION NO. 7:

Deny.

REQUEST FOR ADMISSION NO. 8:

Admit that YOU have installed solar energy systems at the properties of new customers who contacted YOU attempting to contact PROPOUNDING PARTY.

RESPONSE TO REQUEST FOR ADMISSION NO. 8:

RESPONDING PARTY objects to this Request as the Request lacks foundation; the Request calls for speculation; the Request seeks information within PROPOUNDING

PARTY'S possession, custody, or control. RESPONDING PARTY lacks sufficient facts to admit or deny.

REQUEST FOR ADMISSION NO. 9:

Admit that YOU have received revenue from customers while utilizing the name "Infinity Energy" on YOUR website.

RESPONSE TO REQUEST FOR ADMISSION NO. 9:

Admit.

REQUEST FOR ADMISSION NO. 10:

Admit that YOU have received revenue from customers while utilizing the name "Infinity Energy" in YOUR marketing materials.

RESPONSE TO REQUEST FOR ADMISSION NO. 10:

Admit.

REQUEST FOR ADMISSION NO. 11:

Admit that YOUR marketing materials have contained the name "Infinity Energy" at some point from 2014 to present.

RESPONSE TO REQUEST FOR ADMISSION NO. 11:

Admit.

REQUEST FOR ADMISSION NO. 12:

Admit that YOU were aware of the existence of PROPOUNDING PARTY prior to the filing of PROPOUNDING PARTY's COMPLAINT.

RESPONSE TO REQUEST FOR ADMISSION NO. 12:

Admit.

To Objections Only

DATED: May 2, 2022

KROGH & DECKER, LLP

By: */s/ Jason. G. Eldred*
JASON G. ELDRED
Attorney for Defendant
INFINITE ENERGY HOME SERVICES, INC.

EXHIBIT I

RECEIVED
DEC 20 2021
BY: US Mail To

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Attorneys for Plaintiff INFINITY ENERGY, INC., a California Corporation

UNITED STATES DISTRICT COURT

FOR THE EASTERN DISTRICT OF CALIFORNIA

ELGUINDY MEYER & KOEGEL APC

INFINITY ENERGY, INC., a California Corporation,

Plaintiff,

vs.

INFINITE ENERGY HOMES SERVICES, INC.,

Defendant.

Case No.: 2:21-cv-00438-WBS-KJN

PLAINTIFF INFINITY ENERGY, INC.'S RESPONSES TO DEFENDANT INFINITE ENERGY HOME SERVICES, INC,'S REQUESTS FOR ADMISSION, SET ONE

JUDGE: Hon. William B. Shubb
MAG.: Hon. Kendall J. Newman
FILED: March 10, 2021
TRIAL: August 30, 2022

PROPOUNDING PARTY: INFINITE ENERGY HOMES SERVICES, INC.

RESPONDING PARTY: INFINITY ENERGY, INC.

SET NO.: ONE (1)

Pursuant to the California *Code of Civil Procedure*, Plaintiff INFINTY ENERGY, INC. ("RESPONDING PARTY") submits these responses and objections to the Requests for Admission, Set One, propounded by Defendant INFINITE ENERGY HOMES SERVICES, INC. ("PROPOUNDING PARTY").

/ / /

PRELIMINARY STATEMENT

Nothing in this response should be construed as an admission by RESPONDING PARTY with respect to the admissibility or relevance of any fact or document, or of the truth or accuracy of any characterization or statement of any kind contained in PROPOUNDING PARTY's Requests. RESPONDING PARTY has not completed its investigation of the facts relating to this case, discovery or preparation for trial. All responses and objections contained herein are based only upon such information and such documents that are presently available to and specifically known by RESPONDING PARTY. It is anticipated that further discovery, independent investigation, legal research and analysis will supply additional facts and add meaning to known facts, as well as establish entirely new factual conclusions and legal contentions, all of which may lead to substantial additions to, changes in and variations from the responses set forth herein. The following objections and responses are made without prejudice to RESPONDING PARTY's right to produce at trial, or otherwise, evidence regarding any subsequently discovered documents. RESPONDING PARTY accordingly reserves the right to modify and amend any and all responses herein as research is completed and contentions are made.

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GENERAL OBJECTIONS TO REQUESTS FOR ADMISSION

RESPONDING PARTY generally objects to the Requests as follows:

A. RESPONDING PARTY objects generally to the Requests to the extent that they seek to elicit information that is neither relevant to the subject matter of this action, nor reasonably calculated to lead to the discovery of admissible evidence;

B. RESPONDING PARTY objects generally to the Requests to the extent that they are unreasonably overbroad in scope, and thus burdensome and oppressive, in that each such request seeks information pertaining to items and matters that are not relevant to the subject matter of this action, or, if relevant, so remote therefrom as to make its disclosure of little or no practical benefit to PROPOUNDING PARTY, while placing a wholly unwarranted burden and expense on RESPONDING PARTY in locating, reviewing and producing the requested information;

C. RESPONDING PARTY objects generally to the Requests to the extent that they are burdensome and oppressive, in that ascertaining the information necessary to respond to them,

and to produce documents in accordance therewith, would require the review and compilation of information from multiple locations, and voluminous records and files, thereby involving substantial time of employees of RESPONDING PARTY and great expense to RESPONDING PARTY, whereas the information sought to be obtained by PROPOUNDING PARTY would be of little use or benefit to PROPOUNDING PARTY;

D. RESPONDING PARTY objects generally to the Requests to the extent that they are vague, uncertain and overbroad, being without limitation as to time or specific subject matter;

E. RESPONDING PARTY objects generally to the Requests to the extent that they seek information at least some of which is protected by the attorney-client privilege or the attorney work-product doctrine, or both;

F. RESPONDING PARTY objects generally to the Requests to the extent that they seek to have RESPONDING PARTY furnish information and identify documents that are a matter of the public record, and therefore, are equally available to the PROPOUNDING PARTY as they are to RESPONDING PARTY; and

G. RESPONDING PARTY objects generally to the Requests to the extent that they seek to have RESPONDING PARTY furnish information and identify documents that are proprietary to RESPONDING PARTY and contain confidential information.

Without waiver of the foregoing, RESPONDING PARTY further responds as follows:

RESPONSES AND OBJECTIONS TO REQUESTS FOR ADMISSION

REQUEST FOR ADMISSION NO. 1:

Admit that RESPONDING PARTY was aware of IEHS's existence before RESPONDING PARTY acquired its trademark for Infinity Energy.

RESPONSE TO REQUEST FOR ADMISSION NO. 1:

Deny.

REQUEST FOR ADMISSION NO. 2:

Admit that RESPONDING PARTY does not offer the following services: electrical services, including whole house surge protectors, electrical charging stations, 220 circuits for clothes dryers, LED lighting, dimmers, theaters, hot tub circuits, electrical panel repairs and

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replacements, low voltage, etc.; installation of generators as full house backup power systems, distinct from solar battery storage; replacement or upgrade of windows and doors for increased energy efficiency; comprehensive heating and air conditioning ("HVAC"), including repairs and installations; and outdoor deck installation.

RESPONSE TO REQUEST FOR ADMISSION NO. 2:

RESPONDING PARTY objects to this Request on the grounds that is vague, ambiguous and subject to multiple interpretations. RESPONDING PARTY further objects on the grounds that the Request is compound. Subject to and without waiving said objections, RESPONDING PARTY responds as follows:

RESPONDING PARTY admits that it does not offer the following services: whole house surge protector, replacement or upgrade of windows and doors, HVAC, outdoor deck installation.

REQUEST FOR ADMISSION NO. 3:

Admit that YOU do not service El Dorado County, California.

RESPONSE TO REQUEST FOR ADMISSION NO. 3:

Deny.

REQUEST FOR ADMISSION NO. 4:

Admit that PROPOUNDING PARTY suffered no damages whatsoever as a result of any alleged conduct by IEHS.

RESPONSE TO REQUEST FOR ADMISSION NO. 4:

RESPONDING PARTY objects to this Request on the grounds that it calls for the premature disclosure of expert witness testimony, opinion and/or data. Subject to and without waiving said objections, RESPONDING PARTY responds as follows:

Deny.

REQUEST FOR ADMISSION NO. 5:

Admit that YOU have not suffered any damages due to the alleged infringement by IEHS.

RESPONSE TO REQUEST FOR ADMISSION NO. 5:

De RESPONDING PARTY objects to this Request on the grounds that it calls for the premature disclosure of expert witness testimony, opinion and/or data. Subject to and without

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waiving said objections, RESPONDING PARTY responds as follows:

Deny.

REQUEST FOR ADMISSION NO. 6:

Admit that the products and services rendered and performed by IEHS are wholly different and separate from those rendered and performed by INFINITY.

RESPONSE TO REQUEST FOR ADMISSION NO. 6:

RESPONDING PARTY objects to this Request on the grounds that it is vague, ambiguous and subject to multiple interpretations. Subject to and without waiving said objections, RESPONDING PARTY responds as follows:

Deny.

REQUEST FOR ADMISSION NO. 7:

Admit that YOU did not suffer any loss of income or reputation due to any action, service, marketing, or otherwise interference on the part of IEHS.

RESPONSE TO REQUEST FOR ADMISSION NO. 7:

RESPONDING PARTY objects to this Request on the grounds that it calls for the premature disclosure of expert witness testimony, opinion and/or data. RESPONDING PARTY further objects to this Request on the grounds that it is vague, ambiguous and subject to multiple interpretations. Subject to and without waiving said objections, RESPONDING PARTY responds as follows:

Deny.

Dated: December 13, 2021

As to objections only,

ELGUINDY, MEYER & KOEGEL, APC

By: _____

David L. Price, Esq.
Benjamin D. Koegel, Esq.
W. Patrick Cronican, Esq.
Attorneys for Plaintiff INFINITY ENGERY, INC., a California Corporation

ELGUINDY MEYER & KOEGEL APC

VERIFICATION

I have read the foregoing PLAINTIFF INFINITY ENERGY, INC.'S RESPONSES TO DEFENDANT INFINITE ENERGY HOME SERVICES, INC,'S REQUESTS FOR ADMISSION, SET ONE, and know its contents.

I am an officer of Infinity Energy, Inc., a party to this action, and I make this verification for that reason. I am informed and believe and on that ground allege that the matters stated in the foregoing document are true.

I declare under penalty of perjury under the laws of the United States and the State of California that the foregoing is true and correct.

Executed on 12/13/2021, 2021, at Rocklin, California.

DocuSigned by:
CORY GILBERT
69B2981E3C3F404...

Cory Gilbert
Print Name of Signatory

Signature

ELGUINDY MEYER, KOEGEL

PROOF OF SERVICE

I am employed in the County of Placer, State of California. I am over the age of 18 and am not a party to the within action. My business address is 2990 Lava Ridge Court, Suite 205, Roseville, CA 95661.

On December 13, 2021, I served the within document(s) described as:

PLAINTIFF INFINITY ENERGY, INC.'S RESPONSES TO DEFENDANT INFINITE ENERGY HOME SERVICES, INC,'S REQUESTS FOR ADMISSION, SET ONE

On each interest party in this action as state below:

Shawn M. Krogh, Esq. Jason G. Eldred, Esq. Krogh & Decker, LLP 555 Capitol Mall, Suite 700 Sacramento, CA 95814 (916) 498-9000; Fax (916) 498-9005 E-mail: shawnkrogh@kroghdecker.com E-mail: jasoneldred@kroghdecker.com **Counsel for Infinite Energy Home Services, Inc.**	

ELGUINDY MEYER & KOEGEL APC

☐ **BY E-MAIL:** Based on a court order or an agreement of the parties to accept electronic service. I caused the document(s) to be sent to the persons at the electronic service addresses listed above.

☐ **BY ELECTRONIC:** Pursuant to the controlling General Orders and Local Rules, the foregoing document will be served by the court via NEF (Notice of Electronic Filing) and hyperlink to the document.

☒ **BY U.S. MAIL:** I enclosed the document(s) in a sealed envelope or package addressed to the persons at the address listed above and place the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with this business' practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed on December 13, 2021, at Roseville, California.

Erika Ruiz

EXHIBIT J

RECEIVED
DEC 20 2021
BY: US Mail TC

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Attorneys for Plaintiff INFINITY ENERGY, INC., a California Corporation

UNITED STATES DISTRICT COURT

FOR THE EASTERN DISTRICT OF CALIFORNIA

ELGUINDY MEYER & KOEGEL APC

INFINITY ENERGY, INC., a California Corporation, Plaintiff, vs. INFINITE ENERGY HOMES SERVICES, INC., Defendant.	Case No.: 2:21-cv-00438-WBS-KJN **PLAINTIFF INFINITY ENERGY, INC.'S RESPONSES TO DEFENDANT INFINITE ENERGY HOME SERVICES, INC.'S INTERROGATORIES, SET ONE** JUDGE: Hon. William B. Shubb MAG.: Hon. Kendall J. Newman FILED: March 10, 2021 TRIAL: August 30, 2022

PROPOUNDING PARTY: INFINITE ENERGY HOME SERVICES, INC.

RESPONDING PARTY: INFINITY ENERGY, INC.

SET NO.: ONE (1)

Pursuant to the Federal Rules of Civil Procedure, Plaintiff INFINITY ENERGY, INC. ("RESPONDING PARTY") submits these responses and objections to the Interrogatories, Set One, propounded by Defendant INFINITE ENERGY HOMES SERVICES, INC. ("PROPOUNDING PARTY").

/ / /

PRELIMINARY STATEMENT

Nothing in this response should be construed as an admission by RESPONDING PARTY with respect to the admissibility or relevance of any fact or document, or of the truth or accuracy of any characterization or statement of any kind contained in PROPOUNDING PARTY's Interrogatories. RESPONDING PARTY has not completed its investigation of the facts relating to this case, discovery or preparation for trial. All responses and objections contained herein are based only upon such information and such documents that are presently available to and specifically known by RESPONDING PARTY. It is anticipated that further discovery, independent investigation, legal research and analysis will supply additional facts and add meaning to known facts, as well as establish entirely new factual conclusions and legal contentions, all of which may lead to substantial additions to, changes in and variations from the responses set forth herein. The following objections and responses are made without prejudice to RESPONDING PARTY's right to produce at trial, or otherwise, evidence regarding any subsequently discovered documents. RESPONDING PARTY accordingly reserves the right to modify and amend any and all responses herein as research is completed and contentions are made.

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GENERAL OBJECTIONS TO SPECIAL INTERROGATORIES

RESPONDING PARTY generally objects to the Interrogatories as follows:

A. RESPONDING PARTY objects generally to the Interrogatories to the extent that they seek to elicit information that is neither relevant to the subject matter of this action, nor reasonably calculated to lead to the discovery of admissible evidence;

B. RESPONDING PARTY objects generally to the Interrogatories to the extent that they are unreasonably overbroad in scope, and thus burdensome and oppressive, in that each such request seeks information pertaining to items and matters that are not relevant to the subject matter of this action, or, if relevant, so remote therefrom as to make its disclosure of little or no practical benefit to PROPOUNDING PARTY, while placing a wholly unwarranted burden and expense on RESPONDING PARTY in locating, reviewing and producing the requested information;

///

C. RESPONDING PARTY objects generally to the Interrogatories to the extent that they are burdensome and oppressive, in that ascertaining the information necessary to respond to them, and to produce documents in accordance therewith, would require the review and compilation of information from multiple locations, and voluminous records and files, thereby involving substantial time of employees of RESPONDING PARTY and great expense to RESPONDING PARTY, whereas the information sought to be obtained by PROPOUNDING PARTY would be of little use or benefit to PROPOUNDING PARTY;

D. RESPONDING PARTY objects generally to the Interrogatories to the extent that they are vague, uncertain and overbroad, being without limitation as to time or specific subject matter;

E. RESPONDING PARTY objects generally to the Interrogatories to the extent that they seek information at least some of which is protected by the attorney-client privilege or the attorney work-product doctrine, or both;

F. RESPONDING PARTY objects generally to the Interrogatories to the extent that they seek to have Defendant furnish information and identify documents that are a matter of the public record, and therefore, are equally available to the PROPOUNDING PARTY as they are to RESPONDING PARTY; and

G. RESPONDING PARTY objects generally to the Interrogatories to the extent that they seek to have RESPONDING PARTY furnish information and identify documents that are proprietary to RESPONDING PARTY and contain confidential information.

Without waiver of the foregoing, RESPONDING PARTY further responds as follows:

RESPONSES AND OBJECTIONS TO INTERROGATORIES

INTERROGATORY NO. 1:

Please state any and all facts supporting the allegation in YOUR COMPLAINT, paragraph 13, in which it is stated that "Infinity has invested significant time, energy and money advertising promoting, and selling services featuring the Infinity Trademark as well as ensuring the high quality of services which bear the Infinity Trademark," and IDENTIFY any PERSON(S) with such KNOWLEDGE.

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RESPONSE TO INTERROGATORY NO. 1:

RESPONDING PARTY objects to this Interrogatory on the grounds that it is overly broad and unduly burdensome as to scope and time. RESPONDING PARTY further objects to this Interrogatory to the extent it seeks the confidential, proprietary information and/or trade secret information of RESPONDING PARTY and to the extent it seeks information protected by the attorney client privilege. RESPONDING PARTY further objects to this Interrogatory on the grounds that it is compound and contains multiple subparts. Subject to and without waiving said objections, RESPONDING PARTY responds as follows:

As alleged in the Complaint, Infinity expends substantial time and monetary resources towards the marketing of its products and services which bear the Infinity Trademark. The Infinity Trademark is present on Infinity's website, social media channels, print marketing, company vehicles, construction signage, etc. Additionally, Infinity operates a robust customer service department tasked with ensuring customer satisfaction and quality service. Persons with knowledge of these facts include Cory Gilbert, Mark Crockett, and Wesley Armstrong, all of which may be contacted via counsel of record hereon. Discovery and investigation are ongoing and RESPONDING PARTY reserves the right to supplement this response.

INTERROGATORY NO. 2:

Please state any and all facts supporting the allegation in YOUR COMPLAINT, paragraph 18, in which YOU allege ". . actual and constructive knowledge of the Infinity Trademark . . ." as that statement relates to IEHS.

RESPONSE TO INTERROGATORY NO. 2:

RESPONDING PARTY objects to this Interrogatory on the grounds that it is vague, ambiguous and subject to multiple interpretations. RESPONDING PARTY further objects to this Interrogatory on the grounds that it seeks a legal conclusion and to the extent it seeks information protected by the attorney-client privilege. Subject to and without waiving said objections, RESPONDING PARTY responds as follows:

Infinity's registration of the Infinity Trademark gives construction notice of ownership of the same to all persons/entities. Moreover, Infinity's use of the Infinity Trademark on Infinity's

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website, social media channels, print marketing, company vehicles, construction signage, etc. resulted in actual knowledge of the Infinity Trademark to PROPOUNDING PARTY and others. Finally, PROPOUNDING PARTY had actual knowledge of the Infinity Trademark at least when it was identified to them via letter correspondence from RESPONDING PARTY (via its legal counsel). Discovery and investigation are ongoing and RESPONDING PARTY reserves the right to supplement this response.

INTERROGATORY NO. 3:

How many INQUIRIES, including but not limited to emails, text messages, phone calls, or any other means, per year have YOU received from a third party attempting to reach IEHS, instead of RESPONDING PARTY, from 2014 and the present?

RESPONSE TO INTERROGATORY NO. 3:

RESPONDING PARTY objects to this Interrogatory on the grounds that it is vague, ambiguous and subject to multiple interpretations. RESPONDING PARTY objects to this Interrogatory on the grounds that it is overly broad and unduly burdensome as to scope and time. RESPONDING PARTY further objects to this Interrogatory to the extent it seeks the confidential, proprietary information and/or trade secret information of RESPONDING PARTY and to the extent it seeks information protected by the attorney client privilege. Subject to and without waiving said objections, RESPONDING PARTY responds as follows:

Unknown at this time.

Discovery and investigation are ongoing and RESPONDING PARTY reserves the right to supplement this response.

INTERROGATORY NO. 4:

How many INQUIRIES, including but not limited to emails, text messages, phone calls, or any other means, per year have YOU received from any third party attempting to reach YOU from 2014 and the present?

RESPONSE TO INTERROGATORY NO. 4:

RESPONDING PARTY objects to this Interrogatory on the grounds that it is vague, ambiguous and subject to multiple interpretations. RESPONDING PARTY objects to this

Interrogatory on the grounds that it is overly broad and unduly burdensome as to scope and time. RESPONDING PARTY further objects on the grounds that the Interrogatory is irrelevant and unlikely to lead to the discovery of admissible evidence.

INTERROGATORY NO. 5:

Please state any and all facts supporting the allegation in YOUR COMPLAINT, paragraph 27, which states that "as a result of Defendant's wrongful conduct, Infinity has suffered, and will continue to suffer, substantial damages."

RESPONSE TO INTERROGATORY NO. 5:

RESPONDING PARTY objects to this Interrogatory on the grounds that it seeks the premature disclosure of expert witnesses and expert opinions, data and/or reports. Subject to and without waiving said objections, RESPONDING PARTY responds as follows:

Due to PROPOUNDING PARTY's unauthorized use of a confusingly similar imitation of Infinity's federally registered mark, the public is likely to believe that PROPOUNDING PARTY's goods and services have been manufactured, approved by, or are affiliated with Infinity. Thus, Infinity's ability to gain revenue through the sale of solar installation services bearing the Infinity Trademark is reduced. PROPOUNDING PARTY's actions have also led to injury to Infinity's goodwill and reputation as symbolized by Infinity's Trademark. Discovery and investigation are ongoing and RESPONDING PARTY reserves the right to supplement this response.

INTERROGATORY NO. 6:

Please state any and all facts supporting the allegation in YOUR COMPLAINT, paragraph 39, which states "[p]laintiff has suffered injury in fact and lost money as a result of Defendant's acts as alleged above."

RESPONSE TO INTERROGATORY NO. 6:

RESPONDING PARTY objects to this Interrogatory on the grounds that it seeks the premature disclosure of expert witnesses and expert opinions, data and/or reports. Subject to and without waiving said objections, RESPONDING PARTY responds as follows:

Due to PROPOUNDING PARTY's unauthorized use of a confusingly similar imitation of Infinity's federally registered mark, the public is likely to believe that PROPOUNDING PARTY's

ELGUINDY MEYER & KOEGEL APC

goods and services have been manufactured, approved by, or are affiliated with Infinity. Thus, Infinity's ability to gain revenue through the sale of solar installation services bearing the Infinity Trademark is reduced. PROPOUNDING PARTY's actions have also led to injury to Infinity's goodwill and reputation as symbolized by Infinity's Trademark. Discovery and investigation are ongoing and RESPONDING PARTY reserves the right to supplement this response.

INTERROGATORY NO. 7:

Please state any and all facts within YOUR KNOWLEDGE to support the allegation contained in paragraph 43 of YOUR COMPLAINT stating that "[a]n economic relationship exists between Plaintiff and its customers (as third parties), with the probability of future economic benefit to Plaintiff in the form of sales and profits."

RESPONSE TO INTERROGATORY NO. 7:

RESPONDING PARTY objects to this Interrogatory on the grounds that it seeks the premature disclosure of expert witnesses and expert opinions, data and/or reports. RESPONDING PARTY further objects to this Interrogatory on the grounds that it seeks a legal conclusion and seeks information protected by the attorney-client privilege.

INTERROGATORY NO. 8:

Please describe, with particularity, the places in which YOUR mark is displayed to the public.

RESPONSE TO INTERROGATORY NO. 8:

RESPONDING PARTY objects to this Interrogatory on the grounds that it is vague, ambiguous and overly broad. Subject to and without waiving said objections, RESPONDING PARTY responds as follows:

Infinity's website, social media channels, marketing materials, construction signage, customer documents such as contracts, warrantees, and information sheets, company vehicles, business cards, etc. Discovery and investigation are ongoing and RESPONDING PARTY reserves the right to supplement this response.

INTERROGATORY NO. 9:

Please state any facts within YOUR KNOWLEDGE supporting the assertion that the way

in which IEHS's services are marketed and offered to the public is more likely than not to generate confusion to the general public.

RESPONSE TO INTERROGATORY NO. 9:

RESPONDING PARTY objects to this Interrogatory on the grounds that it is vague, ambiguous and subject to multiple interpretations. RESPONDING PARTY objects to this Interrogatory on the grounds that it is overly broad and unduly burdensome as to scope and time. RESPONDING PARTY further objects to this Interrogatory to the extent it seeks the confidential, proprietary information and/or trade secret information of RESPONDING PARTY and to the extent it seeks information protected by the attorney client privilege. RESPONDING PARTY objects to this Interrogatory on the grounds that it seeks the premature disclosure of expert witnesses and expert opinions, data and/or reports. Subject to and without waiving said objections, RESPONDING PARTY responds as follows:

PROPOUNDING PARTY's use of the name "Infinite Energy" on its website, website url, marketing materials, billboards, etc., along with its use of the infinity symbol and nearly identical color pallet used on its website, marketing, etc. coupled with the offering of overlapping product and services categories has led to significant customer confusion amongst the general public. Discovery and investigation are ongoing and RESPONDING PARTY reserves the right to supplement this Response.

INTERROGATORY NO. 10:

Please list the amount of past, current, or future profits of which RESPONDING PARTY has been allegedly deprived, due to the allegations contained in YOUR COMPLAINT.

RESPONSE TO INTERROGATORY NO. 10:

RESPONDING PARTY objects to this Interrogatory on the grounds that it is vague, ambiguous and subject to multiple interpretations. RESPONDING PARTY objects to this Interrogatory on the grounds that it is overly broad and unduly burdensome as to scope and time. RESPONDING PARTY further objects to this Interrogatory to the extent it seeks the confidential, proprietary information and/or trade secret information of RESPONDING PARTY and to the extent it seeks information protected by the attorney client privilege. RESPONDING PARTY

objects to this Interrogatory on the grounds that it seeks the premature disclosure of expert witnesses and expert opinions, data and/or reports. RESPONDING PARTY further objects on the grounds that the Interrogatory is compound and contains multiple subparts. Subject to and without waiving said objections, RESPONDING PARTY responds as follows:

Unknown at this time. Discovery and investigation are ongoing and RESPONDING PARTY reserves the right to supplement this response.

INTERROGATORY NO. 11:

Please detail the method YOU used to calculate any alleged lost past, current, or future profits, referred to in YOUR response to Interrogatory no. 20.

RESPONSE TO INTERROGATORY NO. 11:

RESPONDING PARTY further objects to this Interrogatory to the extent it seeks the confidential, proprietary information and/or trade secret information of RESPONDING PARTY and to the extent it seeks information protected by the attorney client privilege. RESPONDING PARTY objects to this Interrogatory on the grounds that it seeks the premature disclosure of expert witnesses and expert opinions, data and/or reports.

INTERROGATORY NO. 12:

Please list the amount of profits accrued by RESPONDING PARTY per year, beginning in 2014, up until September 30, 2021, or present day, whichever is later.

RESPONSE TO INTERROGATORY NO. 12:

RESPONDING PARTY further objects to this Interrogatory to the extent it seeks the confidential, proprietary information and/or trade secret information of RESPONDING PARTY and to the extent it seeks information protected by the attorney client privilege. RESPONDING PARTY further objects to this Interrogatory on the grounds that it is irrelevant to the subject matter of the litigation and unlikely to lead to the discovery of admissible evidence.

INTERROGATORY NO. 13:

Please IDENTIFY, with particularity, the geographic area that RESPONDING PARTY services.

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ELGUINDY MEYER & KOEGEL

RESPONSE TO INTERROGATORY NO. 13:

RESPONDING PARTY further objects to this Interrogatory to the extent it seeks the confidential, proprietary information and/or trade secret information of RESPONDING PARTY RESPONDING PARTY further objects to this Interrogatory on the grounds that it is irrelevant to the subject matter of the litigation and unlikely to lead to the discovery of admissible evidence. Subject to and without waiving said objections, RESPONDING PARTY responds as follows:

RESPONDING PARTY services California, Texas, Nevada, Idaho and Florida.

INTERROGATORY NO. 14:

Please IDENTIFY the percentage of the geographic area that RESPONDING PARTY services, as IDENTIFIED in Interrogatory no. 23, which has been affected by IEHS's alleged infringing conduct.

RESPONSE TO INTERROGATORY NO. 14:

RESPONDING PARTY objects to this Interrogatory on the grounds that is vague, ambiguous and subject to multiple interpretations. Specifically, there is no "Interrogatory no. 23" contained in this set of discovery requests.

INTERROGATORY NO. 15:

Please IDENTIFY any and all facts supporting the assertion that IEHS's reputation, is lesser than that of RESPONDING PARTY'S. The term "reputation" is intended to have the same meaning as in paragraph 32 of YOUR COMPLAINT.

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RESPONSE TO INTERROGATORY NO. 15:

RESPONDING PARTY objects to this Interrogatory on the grounds that it is vague, ambiguous and subject to multiple interpretations. RESPONDING PARTY objects to this Interrogatory on the grounds that it is overly broad and unduly burdensome as to scope and time. RESPONDING PARTY further objects to this Interrogatory to the extent it seeks the confidential, proprietary information and/or trade secret information of RESPONDING PARTY and to the extent it seeks information protected by the attorney client privilege. RESPONDING PARTY objects to this Interrogatory on the grounds that it seeks the premature disclosure of expert witnesses and expert opinions, data and/or reports.

Dated: December 13, 2021

As to objections only,

ELGUINDY, MEYER & KOEGEL, APC

By: _____

David L. Price, Esq.
Benjamin D. Koegel, Esq.
W. Patrick Cronican, Esq.
Attorneys for Plaintiff INFINITY ENGERY, INC., a California Corporation

VERIFICATION

I have read the foregoing PLAINTIFF INFINITY ENERGY, INC.'S RESPONSES TO DEFENDANT INFINITE ENERGY HOME SERVICES, INC.'S INTERROGATORIES, SET ONE, and know its contents.

I am an officer of Infinity Energy, Inc., a party to this action, and I make this verification for that reason. I am informed and believe and on that ground allege that the matters stated in the foregoing document are true.

I declare under penalty of perjury under the laws of the United States and the State of California that the foregoing is true and correct.

Executed on 12/13/2021, 2021, at Rocklin, California.

Cory Gilbert
Print Name of Signatory

DocuSigned by:
CORY GILBERT
69B2981E3C3F404...
Signature

ELGUINDY MEYER, KOEGEL

PROOF OF SERVICE

I am employed in the County of Placer, State of California. I am over the age of 18 and am not a party to the within action. My business address is 2990 Lava Ridge Court, Suite 205, Roseville, CA 95661.

On December 13, 2021, I served the within document(s) described as:

PLAINTIFF INFINITY ENERGY, INC.'S RESPONSES TO DEFENDANT INFINITE ENERGY HOME SERVICES, INC,'S INTERROGATORIES, SET ONE

On each interest party in this action as state below:

Shawn M. Krogh, Esq. Jason G. Eldred, Esq. Krogh & Decker, LLP 555 Capitol Mall, Suite 700 Sacramento, CA 95814 (916) 498-9000; Fax (916) 498-9005 E-mail: shawnkrogh@kroghdecker.com E-mail: jasoneldred@kroghdecker.com **Counsel for Infinite Energy Home Services, Inc.**	

ELGUINDY MEYER, KOEGEL

☐ **BY E-MAIL:** Based on a court order or an agreement of the parties to accept electronic service. I caused the document(s) to be sent to the persons at the electronic service addresses listed above.

☐ **BY ELECTRONIC:** Pursuant to the controlling General Orders and Local Rules, the foregoing document will be served by the court via NEF (Notice of Electronic Filing) and hyperlink to the document.

☒ **BY U.S. MAIL:** I enclosed the document(s) in a sealed envelope or package addressed to the persons at the address listed above and place the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with this business' practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed on December 13, 2021, at Roseville, California.

Erika Ruiz

EXHIBIT K

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Attorneys for Defendant
INFINITE ENERGY HOME SERVICES, INC.

THE UNITED STATES DISTRICT COURT

EASTERN DISTRICT OF CALIFORNIA - SACRAMENTO

INFINITY ENERGY, INC., a California Corporation. Plaintiff, vs. INFINITE ENERGY HOME SERVICES, INC., a California Corporation. Defendant.	CASE NO.: 2:21-CV-00438-WBS-KJN ASSIGNED TO: THE HON. WILLIAM B. SHUBB **DEFENDANT INFINITE ENERGY HOME SERVICES, INC.'S RESPONSE TO PLAINTIFF INFINITY ENERGY, INC.'S SPECIAL INTERROGATORIES, SET ONE** SUIT FILED: MARCH 11, 2021

PROPOUNDING PARTY: Plaintiff, INFINITY ENERGY, INC.

RESPONDING PARTY: Defendant, INFINITE ENERGY HOME SERVICES, INC.

SET NO: One (1)

COMES NOW, Defendant INFINITE ENERGY HOME SERVICES, INC. (hereinafter "Responding Party") pursuant to Code of Civil Procedure § 2030.210, *et seq*. responding to Plaintiff INFINITY ENERGY, INC. (hereinafter "Propounding Party") INTERROGATORIES, Set One (1), served by Electronic Mail on March 31, 2022, as follows:

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PRELIMINARY STATEMENT

Responding Party responds for the purposes of this suit only and preserves all objections for trial. Responding Party admits only its explicitly stated facts, but does not admit the existence of facts asserted or assumed by any request, does not admit that any document or response is admissible, and does not admit that the court has jurisdiction over this suit. Any inadvertent disclosure is not a waiver of any applicable doctrine or privilege. Responding Party has not completed its investigation or preparation for trial and reserves its right to amend and supplement these responses.

Responding Party provides the following responses to Plaintiff, INFINITY ENERGY, INC. INTERROGATORIES, Set One. Responding Party continues to pursue its investigation and analysis of the facts and law relating to this case. Responding Party has not completed his trial preparation. Responding Party's responses are therefore limited to information and records that are presently known and available to it. Thus, Responding Party provides these responses without prejudice to its right to add to, amend, modify, or supplement these responses because of subsequently ascertained facts or to correct any inadvertent errors or omissions.

Further, Responding Party objects to these requests to the extent that they seek information protected from disclosure by the attorney-client privilege, the attorney work-product doctrine, the joint-defense privilege, trade secret privilege, or any other applicable doctrine or privilege. Accordingly, Responding Party will not provide responses to requests seeking such information or materials. Responding Party objected to these requests to the extent they seek discovery of facts that are neither relevant to the subject matter of this action, nor reasonably calculated to lead to the discovery of admissible evidence.

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INTERROGATORIES

INTERROGATORY NO. 1:

How many inquiries, including but not limited to emails, text messages, phone calls, or any other means, per year have YOU received from a third party attempting to reach PROPOUNDING PARTY, instead of RESPONDING PARTY, from 2014 and the present?

RESPONSE TO INTERROGATORY NO. 1:

RESPONDING PARTY objects to this Interrogatory as disproportionate to the needs of the case; the Interrogatory is subject to multiple interpretations, and therefore vague and ambiguous concerning the term "inquiries". RESPONDING PARTY objects to the term "third party" as vague and ambiguous.

Subject to and without waiving the aforementioned objections, RESPONDING PARTY responds as follows: less than ten.

INTERROGATORY NO. 2:

How many inquiries, including but not limited to emails, text messages, phone calls, or any other means, per year have YOU received from any third party attempting to reach YOU from 2014 and the present?

RESPONSE TO INTERROGATORY NO. 2:

RESPONDING PARTY objects to this Interrogatory as disproportionate to the needs of the case; the Interrogatory is subject to multiple interpretations, and therefore vague and ambiguous concerning the term "inquiries". RESPONDING PARTY objects to the term "third party" as vague and ambiguous.

Subject to and without waiving the aforementioned objections, RESPONDING PARTY responds as follows: RESPONDING PARTY receives approximately 600 phone calls from third parties every week.

INTERROGATORY NO. 3:

Please describe with particularity the geographic area that RESPONDING PARTY provides goods or services.

RESPONSE TO INTERROGATORY NO. 3:

RESPONDING PARTY objects to this Request as the term "geographic area" is vague and ambiguous; RESPONDING PARTY objects to this Request as it is not proportionate to the needs of the case under FRCP 26(b)(1); RESPONDING PARTY objects to this Request as it is vague and ambiguous to time and scope.

Subject to and without waiving the aforementioned objections, RESPONDING PARTY responds as follows: El Dorado County, Placer County, Sacramento County, though RESPONDING PARTY may service customers outside the abovementioned counties.

INTERROGATORY NO. 4:

IDENTIFY each PERSON who has witnessed, observed, or is otherwise aware of any other PERSON who has confused RESPONDING PARTY with PROPOUNDING PARTY.

RESPONSE TO INTERROGATORY NO. 4:

RESPONDING PARTY obects to this Interrogatory as the Interrogatory is vague and ambiguous in time and scope; the Interrogatory is vague and ambiguous as to the term "confused"; the Interrogatory calls for pure legal conclusion; the Interrogatory calls for speculation. Subject to and without waiving the aforementioned objections, RESPONDING PARTY responds as follows: Anna Wong.

INTERROGATORY NO. 5:

IDENTIFY each PERSON who was employed by YOU to answer phones as part of their daily job duties from 2014 to the present.

RESPONSE TO INTERROGATORY NO. 5:

RESPONDING PARTY objects to this Request as the term "answer phones as part of their daily job duties" is vague and ambiguous; RESPONDING PARTY objects to this Request as the information sought is not proportionate to the needs of the case per FRCP 26(b)(1).

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INTERROGATORY NO. 6:

State the telephone number and address for each PERSON YOU identified in Interrogatory No. 5.

RESPONSE TO INTERROGATORY NO. 6:

RESPONDING PARTY objects to this Request as the term "answer phones as part of their daily job duties" is vague and ambiguous; RESPONDING PARTY objects to this Request as the information sought is not proportionate to the needs of the case per FRCP 26(b)(1); this Request violates the privacy rights of third parties.

INTERROGATORY NO. 7:

For each PERSON YOU identified in Interrogatory No. 5, state whether each PERSON is still employed by YOU.

RESPONSE TO INTERROGATORY NO. 7:

RESPONDING PARTY objects to this Request as the term "answer phones as part of their daily job duties" is vague and ambiguous; RESPONDING PARTY objects to this Request as the information sought is not proportionate to the needs of the case per FRCP 26(b)(1).

INTERROGATORY NO. 8:

Explain, with particularity, all methods in which any PERSON can contact YOU for services YOU provide.

RESPONSE TO INTERROGATORY NO. 8:

RESPONDING PARTY objects to this Interrogatory as the information sought is not proportionate to the needs of the case per FRCP 26(b)(1).

Subject to and without waiving the aforementioned objections, RESPONDING PARTY responds as follows: Phone calls, email, direct submission.

INTERROGATORY NO. 9:

Explain, with particularity, all methods in which YOU communicate with any potential or current customer.

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RESPONSE TO INTERROGATORY NO. 9:

RESPONDING PARTY objects to this Interrogatory as the information sought is not proportionate to the needs of the case per FRCP 26(b)(1).

Subject to and without waiving the aforementioned objections, RESPONDING PARTY responds as follows: Phone calls, email.

INTERROGATORY NO. 10:

Please describe with particularity the geographic area that RESPONDING PARTY advertises its goods or services.

RESPONSE TO INTERROGATORY NO. 10:

RESPONDING PARTY objects to this Request as the term "geographic area" is vague and ambiguous; RESPONDING PARTY objects to this Request as it is not proportionate to the needs of the case under FRCP 26(b)(1); RESPONDING PARTY objects to this Request as it is vague and ambiguous to time and scope.

Subject to and without waiving the aforementioned objections, RESPONDING PARTY responds as follows: El Dorado County, Placer County, Sacramento County,

INTERROGATORY NO. 11:

Please describe with particularity all marketing channels RESPONDING PARTY utilizes to advertise its goods or services.

RESPONSE TO INTERROGATORY NO. 11:

RESPONDING PARTY objects to the term "marketing channels" as vague and ambiguous.

Subject to and without waiving the aforementioned objections, RESPONDING PARTY responds as follows: internet, social media, YouTube, billboards, radio.

INTERROGATORY NO. 12:

Please IDENTIFY with particularity all marketing materials RESPONDING PARTY utilizes to advertise its goods or services.

RESPONSE TO INTERROGATORY NO. 12:

RESPONDING PARTY objects to the term "marketing materials" as vague and

ambiguous.

Subject to and without waiving the aforementioned objections, RESPONDING PARTY responds as follows: internet, social media, YouTube, billboards.

INTERROGATORY NO. 13:

Please describe with particularity the total revenue generated by RESPONDING PARTY through the sale and/or installation of solar energy systems on an annual basis.

RESPONSE TO INTERROGATORY NO. 13:

RESPONDING PARTY objects to this Interrogatory as the information sought is not proportionate to the needs of the case per FRCP 26(b)(1). The Interrogatory seeks the impermissible discovery of trade secrets; and seeks to violate RESPONDING PARTY'S right to privacy.

INTERROGATORY NO. 14:

Please describe with particularity the total profit derived by RESPONDING PARTY through the sale and/or installation of solar energy systems on an annual basis.

RESPONSE TO INTERROGATORY NO. 14:

RESPONDING PARTY objects to this Interrogatory as the information sought is not proportionate to the needs of the case per FRCP 26(b)(1). The Interrogatory seeks the impermissible discovery of trade secrets; and seeks to violate RESPONDING PARTY'S right to privacy.

INTERROGATORY NO. 15:

Please describe with particularity the total revenue generated by RESPONDING PARTY on an annual basis.

RESPONSE TO INTERROGATORY NO. 15:

RESPONDING PARTY objects to this Interrogatory as the information sought is not proportionate to the needs of the case per FRCP 26(b)(1). The Interrogatory seeks the impermissible discovery of trade secrets; and seeks to violate RESPONDING PARTY'S right to privacy.

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INTERROGATORY NO. 16:

Please state when YOU first became aware of the existence of PROPOUNDING PARTY.

RESPONSE TO INTERROGATORY NO. 16:

October 28, 2020.

INTERROGATORY NO. 17:

Please state the number of solar energy systems YOU have installed on an annual basis from 2014 to present.

RESPONSE TO INTERROGATORY NO. 17:

RESPONDING PARTY objects to this Interrogatory as the information sought is not proportionate to the needs of the case per FRCP 26(b)(1).

INTERROGATORY NO. 18:

Please state the number of solar energy systems YOU have sold on an annual basis from 2014 to present.

RESPONSE TO INTERROGATORY NO. 18:

RESPONDING PARTY objects to this Interrogatory as the information sought is not proportionate to the needs of the case per FRCP 26(b)(1).

INTERROGATORY NO. 19:

Is your response to each request for admission served with these interrogatories an unqualified admission? If not, for each response that is not an unqualified admission:

(a) state the number of the request;

(b) state all facts upon which you base your response;

(c) state the names, addresses, and telephone numbers of all PERSONS who have knowledge of those facts; and

(d) identify all DOCUMENTS and other tangible things that support your response and state the name, address, and telephone number of the PERSON who has each DOCUMENT or thing.

/ / /

RESPONSE TO INTERROGATORY NO. 19:

(a) 5

(b) RESPONDING PARTY objects to this Request as vague and ambiguous as to the term "utilizes the name 'Infintie Energy'" and is intentionally phrased to be misleading. Subject to and without waiving the aforementioned objections, RESPONDING PARTY responds as follows: RESPONDING PARTY admits its website utilizes the term "Infinite Energy" to market its goods and/or services; however, RESPONDING PARTY denies that it uses the name "Infinite Energy" solely to market its goods and/or services.

(c) Rich Walton, who can be contacted only through counsel.

(d) RESPONDING PARTY'S website, which has already been produced by PROPOUNDING PARTY.

To Objections Only

DATED: May 2, 2022

KROGH & DECKER, LLP

By: */s/ Jason. G. Eldred*
JASON G. ELDRED
Attorney for Defendant
INFINITE ENERGY HOME SERVICES, INC.

EXHIBIT L

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Attorneys for Plaintiff INFINITY ENERGY, INC., a California Corporation

UNITED STATES DISTRICT COURT

FOR THE EASTERN DISTRICT OF CALIFORNIA

INFINITY ENERGY, INC., a California Corporation,

Plaintiff,

vs.

INFINITE ENERGY HOMES SERVICES, INC.,

Defendant.

Case No.: 2:21-cv-00438-WBS-KJN

PLAINTIFF'S DISCLOSURE OF EXPERT TESTIMONY PURSUANT TO F.R.C.P. 26(a)(2)(B)

JUDGE: Hon. William B. Shubb
MAG.: Hon. Kendall J. Newman
FILED: March 10, 2021
TRIAL: October 11, 2022

TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:

Plaintiff INFINITY ENERGY, INC., a California Corporation ("Plaintiff") pursuant to the Court's January 4, 2022 Scheduling Order (and the parties' subsequent agreement to delay designation until April 1, 2022), and F.R.C.P 26(a)(2)(B), hereby discloses the following expert witnesses who may testify at trial:

1. Dr. Patrick M. Farrell, Ph.D.; University of California, Davis. Declaration and Expert Report of Dr. Patrick Farrell Pursuant to F.R.C.P. 26(a)(2)(B) is attached hereto as Exhibit 1.

Plaintiff reserves the right to call additional expert witnesses for the purposes of rebuttal or impeachment, and any expert witness disclosed by any other party to this litigation. Further, Plaintiff reserves the right to supplement, augment and/or submit the names of additional expert witnesses upon receipt of the exchanges of other parties hereto for the purposes of expressing an opinion on a subject to be covered by experts designated by any other party in this matter.

Plaintiff further reserves the right, pursuant to F.R.C.P 26, et seq., as well as any other constitutional, statutory and/or other right it may have to later disclose such other experts or call to testify at trial, experts not named when such testimony is needed to aid in the prosecution of the action and/or refute and rebut the contentions and testimony of expert witnesses adverse to its case.

If any of the witnesses discussed and/or identified herein are not available at the time of trial, Plaintiff hereby advises all parties that it will seek introduction of competent former testimony including depositions of such witnesses, in lieu of their live testimony. Plaintiff hereby also reserves the right to substitute experts if the schedule of trial or other circumstances preclude their testimony at trial. The above-listed retained expert witnesses have agreed to testify at trial and will be sufficiently familiar with the pending action to submit to a meaningful deposition.

Dated: April 1, 2022

ELGUINDY, MEYER & KOEGEL, APC

By: _____

David L. Price, Esq.
Benjamin D. Koegel, Esq.
W. Patrick Cronican, Esq.
Attorneys for Plaintiff INFINITY ENGERY, INC., a California Corporation

Exhibit 1

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Attorneys for Plaintiff INFINITY ENERGY, INC., a California Corporation

UNITED STATES DISTRICT COURT

FOR THE EASTERN DISTRICT OF CALIFORNIA

INFINITY ENERGY, INC., a California Corporation,

Plaintiff,

vs.

INFINITE ENERGY HOMES SERVICES, INC.,

Defendant.

Case No.: 2:21-cv-00438-WBS-KJN

DECLARATION AND EXPERT REPORT OF DR. PATRICK FARRELL PURSUANT TO F.R.C.P. 26 (a)(2)(B)

JUDGE: Hon. William B. Shubb
MAG.: Hon. Kendall J. Newman
FILED: March 10, 2021
TRIAL: October 11, 2022

I, Patrick Farrell, do hereby declare as follows:

1. I am a professor emeritus in the Department of Linguistics at the University of California, Davis, where I have taught classes on general and theoretical linguistics and conducted related research for 31 years.

2. I am the author of two books and thirty journal articles or book chapters on a wide array of topics concerned with the structure of English and other languages and am a Fellow of the Linguistic Society of America, for which I have served as Secretary-Treasurer and currently serve as Publications Advisor.

3. I have provided expert testimony and written reports on numerous occasions for legal cases concerned with the English language and other languages, including the meaning, internal structure, historical development, and common usage of particular words and phrases, both in the context of trademark litigation and otherwise. My current CV, with further details about my qualifications, is attached as Appendix A.

4. In addition, contained in Appendix A is my current rate sheet governing my work in this matter including the rates for my study and testimony (including trial and deposition).

5. I was asked by the law firm of ElGuindy, Meyer & Koegel, APC, counsel to Infinity Energy, Inc. in this action, to review the complaint filed on behalf of the Plaintiff and to conduct a linguistic analysis of the structure, meaning, and usage of the words INFINITY and INFINITE in order to render an opinion concerning the potential for consumer confusion in light of the trademark owned by Infinity Energy, Inc. and the use of INFINITE by the Defendant.

I. Summary of opinions

6. A linguistic analysis of the words INFINITE and INFINITY will show that these words derive from adjective and noun versions of the same Latinate word borrowed into English from French in such a way as to preserve key components of their original word structure and meanings. Since their spellings and pronunciations are very close as well, they are highly susceptible to confusion.

7. Usage evidence will show that the trademark INFINITY ENERGY is strongly associated with Plaintiff's company; INFINITE and INFINITY are in fact often confused; and INFINITE ENERGY is routinely mistaken for INFINITY ENERGY.

II. Spelling and pronunciation

8. The words INFINITE and INFINITY are potentially easy to confuse because of their spelling (or orthography) and their pronunciation (or phonological structure). The only difference in spelling is that one ends in the letter E and the other ends instead in the letter Y. Other than the additional phoneme (or sound unit) corresponding to this Y that INFINITY contains, the phonemes in the two words are identical. In the notational system of the International Phonetic Alphabet (IPA) the shared phonemes correspond to the shared letters, which are all but

one: /ɪnfɪnɪt/ for INFINITE and /ɪnfɪnɪti/ for INFINITY. Because the final E letter in INFINITE is "silent" and the letter Y in INFINITY is pronounced, INFINITY has four syllables, whereas INFINITE has only three. The different number of syllables creates one other difference in pronunciation. Because main stress in English words cannot ordinarily be placed on the third from the last syllable, among other reasons, INFINITY has its main stress on the second from the last syllable, i.e., /ɪnˈfɪnɪti/, as does INFINITE: /ˈɪnfɪnɪt/.

9. Overall, the similarities in spelling and pronunciation are sufficient to make it easy for the two words to be perceived as being closely related and even to be confused with one another. However, the potential for confusion is significantly greater because of their closeness in word structure and meaning.

III. Historical origin, word structure and meaning

10. Much of the vocabulary of modern English was borrowed indirectly from Latin, mostly from its daughter language French, during the Middle English period (roughly late 12th through 15th centuries), due to the conquest and rule of England by the French-speaking Normans in that era. In Latin, by and large, and in French to a large extent as well, many words come with necessary prefixes and suffixes, which often indicate such things as tense and part of speech for different forms of the same word. For example, although the word for "end" in French is simply the noun *fin* (as in *le fin du monde* "the end of the world"), the verb form of the same word is created by adding one or more suffixes (as in *j'ai fini* "I have finished"), which has the past participle suffix *-i* added to the root *fin*. English often borrowed whole words from French, together with any suffixes or prefixes, without necessarily also borrowing the root as an independent word.

11. The words INFINITE and INFINITY came into English in the Middle English period through borrowing from French, in which they were adjective and noun forms of words built on the root *fin* "end", to which the prefix *in-* meaning "not" had been added. Because of this, even in English, these two words are essentially adjective and noun versions of the **same word** and INFINITY is typically defined in dictionaries in terms of the word INFINITE. If the prefixes and suffixes are stripped away from these words in their English incarnation, we find what is

known as a bound root, i.e., a root that cannot itself stand alone as a word.[1]

12. According to the *Oxford English Dictionary* (OED) the primary meaning of the noun INFINITY is "The quality or attribute of being infinite or having no limit; boundlessness, illimitableness."[2] It consists of the prefix IN-, meaning "not" (as also in such words as INTOLERABLE and INCONSISTENT), the bound root FIN, meaning "end" (as also in such words as FINAL and FINISH), and the suffix -ITY, which forms nouns (as also in such words as PURITY and SANITY).

13. The adjective INFINITE has as its primary meaning, according to the OED, "having no limit or end, boundless, unlimited, endless"; and it also contains the IN- prefix and the FIN bound root. The key difference is that rather than ending in the noun-forming suffix -ITY, it ends in the -ITE suffix that characterizes words borrowed from French or Latin in their past participle form, which makes them function as adjectives, such as was the case with Latin *finitus* "finished, ended" and as also in the case of adjectives such as FAVORITE and OPPOSITE.

14. The intimate connection between these two words is highlighted in the Online Etymological Dictionary's entry for INFINITY,[3] which stresses not only its French and Latin

infinity (n.)

late 14c., from Old French *infinité* "infinity; very large number or quantity" (13c.), from Latin *infinitatem* (nominative *infinitas*) "boundlessness, endlessness," from *infinitus* boundless, unlimited" (see **infinite**). Latin *infinitas* was used as a loan-translation of Greek *apeiria* "infinity," from *apeiros* "endless."

Entries linking to *infinity*

infinite (adj.)

late 14c., "eternal, limitless," also "extremely great in number," from Old French *infinit* "endless, boundless" and directly from Latin *infinitus* "unbounded, unlimited, countless, numberless," from *in-* "not, opposite of" (see **in-** (1)) + *finitus* "defining, definite," from *finis* "end" (see **finish** (v.)). The noun meaning "that which is infinite" is from 1580s.

[1] The concepts of word structure engaged here are fundamental to linguistic analysis. See, for example, Plag, Ingo. 2003. *Word-formation in English*. Cambridge: Cambridge University Press. http://catdir.loc.gov/catdir/samples/cam041/2003048479.pdf.

[2] The full OED definitions for both INFINITY and INFINITE are provided in Appendix B.

[3] https://www.etymonline.com/word/infinity.

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connections, but also the necessity of considering INFINITE at the same time.

15. In sum, the spellings, pronunciations, word structure and meanings of these two words overlap in such a way as to make them virtually indistinguishable as trademarks.

IV. Usage evidence concerning trademark strength

16. That the phrase INFINITY ENERGY is strongly associated with Plaintiff's company can be demonstrated with web corpus evidence. WebCorp Live provides a search tool designed to enable linguistic analysis from the results of live searches of the entire world wide web as indexed by the Bing search engine. Usual search engine biases are avoided, since the WebCorp Live platform in the UK is employed, leaving user IP and browser search history out of play. Moreover, users can set various search parameters, in such a way as to get around or avoid other ordinary search engine restrictions. For example, my query for [Infinity Energy] was structured in such a way as to include case-sensitive results for this exact phrase only, for United States English, with only one concordance line (i.e., stretch of text on both sides of the phrase in question) from each web page retrieved. The result was that Bing returned 50 hits (out of an estimated 53,900) and WebCorp Live successfully accessed 41 web pages and generated 28 concordances. The full results are provided in Appendix C.

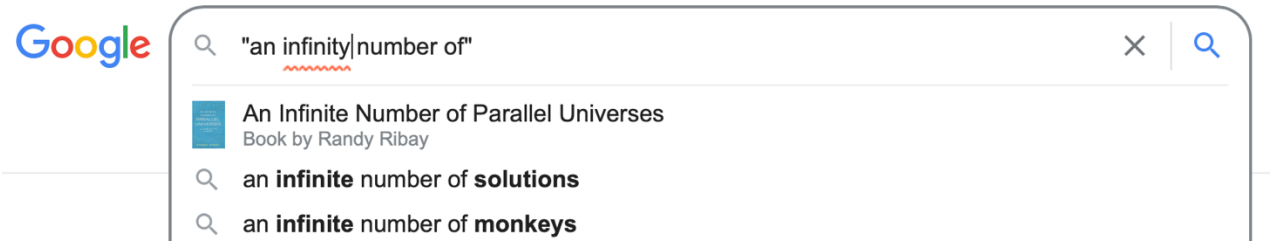
17. My analysis of the results can be summarized as follows. The first result is from the home page of the Plaintiff's company, as the URL is https://www.infinityenergy.com and the phrase "Infinity Energy, Inc." is included in the concordance line. Eleven other results are for reviews of Infinity Energy, Inc. (Rocklin); two are for subsidiary pages on this company's domain, i.e., infinityenergy.com; two are for the same company's referral app available on Apple App Store and Google Play; one is for a MapQuest listing for the Fresno office of this company; and one is for a news story about this company. Thus, the Plaintiff's company, with the phrase INFINITY ENERGY used as its trademark, is featured in 18 of the 28 results. The remainder include a reference to a Pokémon wiki entry for the phrase INFINITY ENERGY, which is a translation of a Japanese word and is defined as "a type of energy in the Pokémon world derived from the life force of Pokémon" and a random assortment of references to various gas and electric and solar energy companies, an equipment rental company, and an energy-saving enterprise, all of

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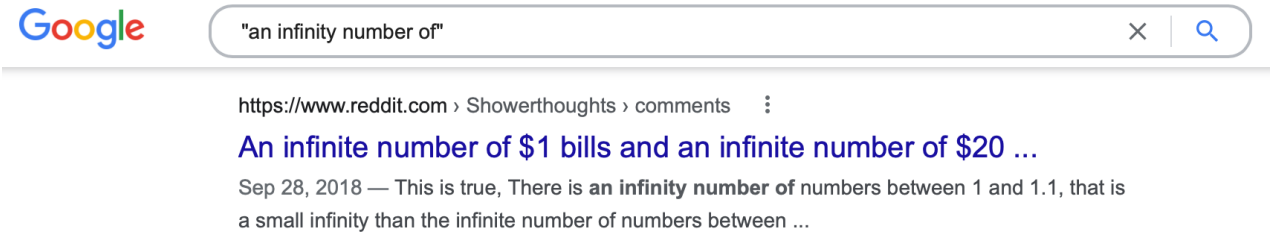
which operate outside of the service area of Infinity Energy, Inc., in the UK, Canada, Louisiana, and New Jersey.

V. Usage evidence concerning confusion potential

18. That people do often confuse the words INFINITY and INFINITE can be demonstrated with an ordinary Google search. As shown in the screenshot below, if I try to fill the search box with [“an infinity number of”], in order to retrieve results for this exact phrase, Google attempts to correct this to [“an infinite number of”], which unlike the other phrase would be grammatically correct, with the noun NUMBER being properly modified by the adjective INFINITE.

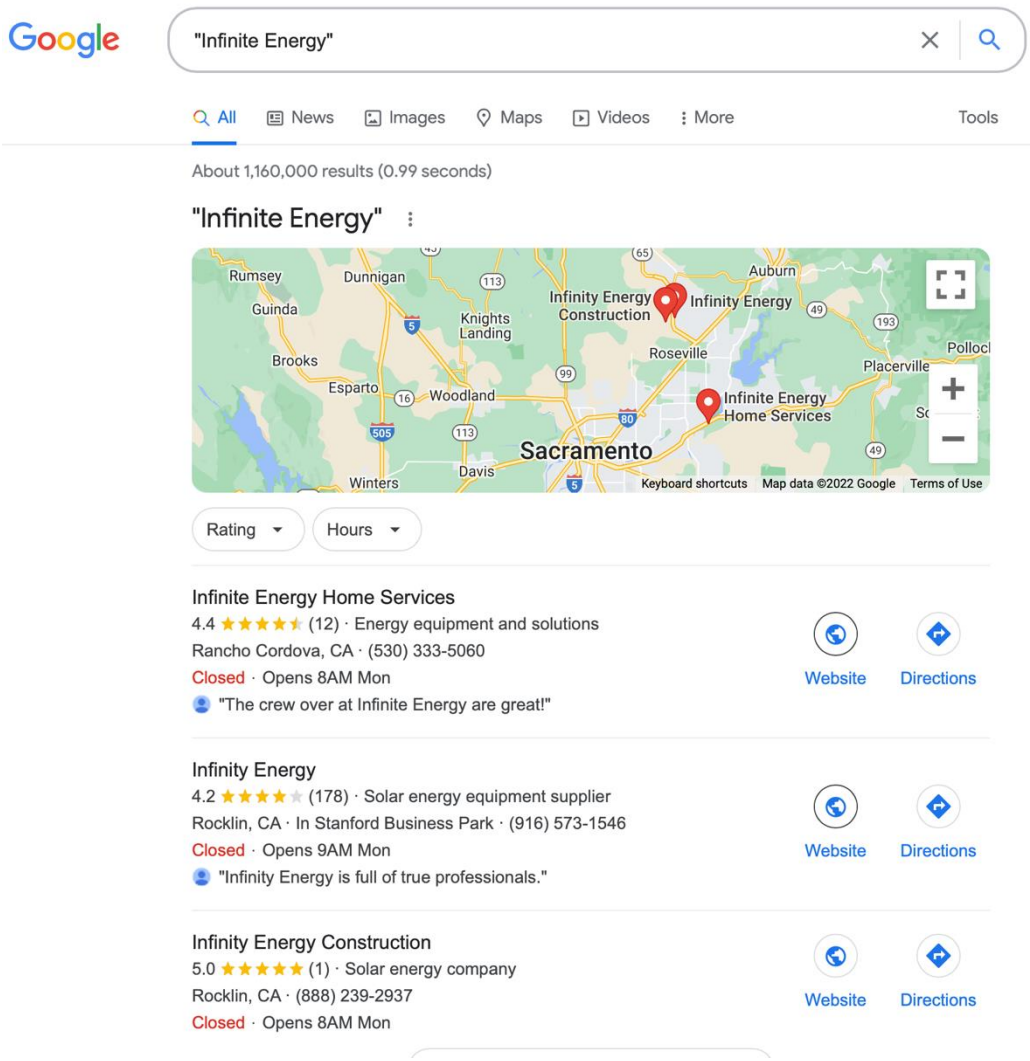


19. Proceeding with the ungrammatical search, nevertheless, I get a surprising 18,100 estimated results. The first 100 actual retrievals, which are shown in Appendix D, are exemplified by the top hit, which has INFINITE NUMBER displayed twice and, mistakenly, INFINITY NUMBER once:



20. Being logged into my Google account in my office in Woodland, CA, in the greater Sacramento area, if I search for [“Infinite Energy”], even Google seems to get confused, as it brings to the top of the search results a map with not only a hit for Defendant’s Infinite Energy Home Services in Rancho Cordova, but also two hits for Infinity Energy, Inc. in nearby Rocklin.

/ / /



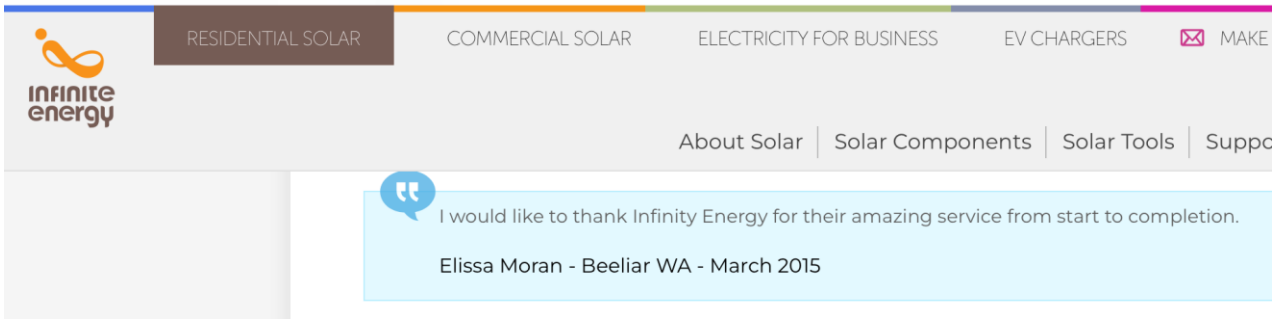
21. That people actually do sometimes confuse the phrase INFINITE ENERGY with the phrase INFINITY ENERGY can be demonstrated with a Google search for [“infinity energy” “infinite”] or [“infinite energy” “infinity”], in which case there is an attempt to retrieve only pages that contain both of the terms enclosed with quotes in the search box. Such searches retrieve numerous pages that reveal confusion. For example, one page on the Quick Electricity Review site for Texas energy companies has a review for a company (not that of Defendant) that is named Infinite Energy.[4] It ends with the following summary (emphasis added):

Infinite Energy is a top ranked electricity company in Texas, according to the Texas PUC. Rest assured when you switch to **Infinity Energy**, you’re in good hands. Sign up today!

[4] https://quickelectricity.com/companies/infinite-energy/

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22. Another page has testimonials for an Australian company named Infinite Energy, on which two different users include confusion-revealing references to "Infinity Energy",[5] as in the following example:



23. On a page with Better Business Bureau customer reviews for a Florida natural gas company named Infinite Energy, Inc., one of the reviews shows blatant confusion between INFINITE and INFINITY for the company name (emphasis added):[6]

… i switched from Scana to infinite for gas service with a mailed promotion brochure which says clearly Infinite will pay any early termination fee for the switch … **Infinity** is not doing business honestly. Do not trust this company.

24. There's also a Finance Guru web page with a quick overview of Florida-based Infinite Energy that includes a question and answer about where the company operates and mistakenly calls it Infinity Energy, in bold:[7]

Where does Infinity Energy operate?

Infinite Energy sells electricity in the following states:

- Texas

Infinite Energy sells natural gas in the following states:

- Florida
- Georgia
- New Jersey
- Ohio

[5] https://www.infiniteenergy.com.au/Testimonials/current/

[6] https://www.bbb.org/us/fl/gainesville/profile/natural-gas-companies/infinite-energy-inc-0403-9075/customer-reviews

[7] https://financeguru.com/energy/providers/infinite-energy/

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VI. Conclusions

25. Based on a careful linguistic analysis of the words INFINITE and INFINITY and how they are used, especially in the context of the word ENERGY, I conclude as follows:

a) Their spelling, pronunciation, word structure, historical origin, and meaning make these essentially noun and adjective versions of the **same word** and, therefore, highly susceptible to confusion.

b) Internet corpus evidence shows that these words are in fact often confused.

c) Internet corpus evidence also shows that the phrase INFINITY ENERGY is strongly associated with Plaintiff's company and the phrase INFINITE ENERGY does in fact get confused with it.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed 04/01/2022 at Woodland, California.

PATRICK FARRELL

APPENDIX A

Brief CV | 530-848-2874 | pmfarrell@ucdavis.edu | linguistics.ucdavis.edu/people/pmfarrel

Affiliation, education, and areas of expertise

Since 1990 – Member of the faculty in Linguistics**,** University of California, Davis (current rank: Professor Emeritus)
1991 – PhD, Linguistics, University of California, San Diego. Dissertation committee: David M. Perlmutter (chair), Farrell Ackerman, Gilles Fauconnier
1975 – BA, Humanistic Psychology, University of California, Santa Cruz. Thesis director: Norman O. Brown

Research

My research explores how human language works and how various theories of linguistics model this, focusing on issues in the syntax and semantics of English, cross-linguistic and diachronic comparison of languages, the structure of words and sentences and how these relate to meaning, language in popular use as displayed in online corpora and what this tells us about cultures and human cognition, and how the scientific study of language can elucidate matters of policy, particularly in the domain of trademark law and statutory interpretation.

Teaching

My teaching career began with English language classes that I taught in Brazil in the 1980's as a lecturer at the Universidade Estadual de Londrina and as a graduate student instructor at UC San Diego, where I taught Portuguese, Spanish, and English as a second language. I have taught courses at UC Davis on a wide range of topics in linguistics, including phonology, morphology, syntax, semantics, language universals and typology, English grammar, Portuguese grammar, languages of the world, the history of generative grammar, and second language learning and teaching.

Administrative and academic service (since 2004)

2016- 2018 – Member, Davis Division Committee on Undergraduate Admissions and Enrollment and Davis representative to the UC Board of Admissions and Relations with Schools.
Since 2016 – Editor, *Proceedings of the Linguistic Society of America*.
Since 2018 – Fellow and Publications Advisor, Linguistic Society of America.
2015-2017 – Chair, Admissions Committee, Graduate Group in Linguistics.
Since 2016 – Member, Steering Committee of the UC Davis Division of Social Sciences.
2014-2016 – Member, Executive Committee of the UC Davis Institute for Social Science.
2012-2013 – Chair, Davis Division Committee on Undergraduate Admissions and Enrollment.
2012-2014 – Member, Davis Division WASC Steering Committee.
2012-2014 – Member, University of California Board of Admissions and Relations with Schools.
2013-2018 – Secretary-Treasurer, member of the Executive Committee, and chair of the Committee on Publications, Linguistic Society of America.
2004-2006 – Faculty Director for Brazil, University of California Education Abroad Program.
2007-2012 – Department Chair, UC Davis, Linguistics.
2007-2010 – Chair, Admissions Committee, Graduate Group in Linguistics.
2007-2014 – Member, Executive Committee, Graduate Group in Linguistics.
2006-2009 – Member, Executive Committee, College of Letters & Science.
2007-2009 – Chair, Subcommittee on Student Petitions for the Executive Committee, College of Letters & Science.
2011-2013 – Member, Committee on Effective Delivery of the Curriculum in the Division of Social Sciences.
2008-2011 – Member, UC Davis Graduate Council Subcommittee on Educational Policy.
2009-2012 – Member, UC Davis Undergraduate Council.
2011-2012 – Member, Davis Executive Council Special Committee on Athletics.
2011-2013 – Member, Representative Assembly of the Davis Division.

2011-2013 – Member, Workgroup on English as a Second Language and Internationalization at UC Davis.

Testimony at trial or deposition as a linguistics expert (since 2003)

2018, June 21 – Deposition, Federal Court, Western New York District, Saxon Glass Technologies Inc. v. Apple Inc., for Defendant. Case Text.
2017, Sept. 11 – Deposition, Superior Court of the State of Arizona, Julie E. Littenberg v. Sharon L. Raskin, for Plaintiff.
2016, Oct. 14 – Trial, Board of Administration, California Public Retirement System, Judith Brooks v. Carl Goode, for Plaintiff.
2013, July 15 – Deposition, Federal Court, Arizona District, Elliot et al. v. Google Inc., for Plaintiff.
2013, August 28 – Deposition, Federal Court, Northern California District, Clorox Company v. Alen USA LLC., for Plaintiff.
2003, July 12 – Trial, Federal Court, Eastern California District, Yellow Cab CO. of Sacramento v. Yellow Cab CO. of Elk Grove, for Defendant. Google Scholar.

Publications

Articles in journals and proceedings

Fushing, Hsieh, Chen Chen, Yin-Chen Hsieh, & Patrick Farrell. 2014. Lewis Carroll's Doublets Net of English Words: Network Heterogeneity in a Complex System. *PLoS One*. https://doi.org/10.1371/journal.pone.0114177.
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325–346.
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Farrell, Patrick. 1990. Psych-Movement as P Incorporation: Evidence from Italian. *Proceedings of the Northeast Linguistic Society (NELS)*, 20: 213–228.
Farrell, Patrick. 1989. Object Demotion in Brazilian Portuguese. *Probus*, 1: 341–367. View this article.

Books authored or edited

Farrell, Patrick. 2005. *Grammatical Relations*, Oxford University Press, Oxford & New York. About this book.
Lapointe, Steven G., Diane K. Brentari, & Patrick Farrell, eds. 1998. *Morphology and Its Relation to Phonology and Syntax*, Center for the Study of Language (CSLI), Stanford. About this book.
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Dziwirek, Katarzyna, Patrick Farrell, & Errapel Mejías-Bikandi, eds. 1990. *Grammatical Relations: A Cross-Theoretical Perspective*, Center for the Study of Language (CSLI), Stanford. About this book.

Book chapters

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Selected expert legal reports

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Farrell, Patrick. 1995. Review of Susumu Kuno and Ken-ichi Takami, Grammar and Discourse Principles: Functional Syntax and GB Theory. *Language*, 71: 374–381.
Farrell, Patrick. 1995. Review of Paul Deane, Grammar in Mind and Brain. *Linguist List 6-1214*, 6-1214. View this paper.
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Farrell, Patrick. 1993. Review of Robert D. Borsley, Syntactic Theory: A Unified Approach, and Elizabeth A. Cowper, A Concise Introduction to Syntactic Theory: The Government-Binding Approach. *Language*, 69: 354–358.
Farrell, Patrick. 1991. Review of Barry J. Blake, Relational Grammar. *Language*, 67: 816–820.
Farrell, Patrick. 1990. Review of Nora González, Object and Raising in Spanish. *Probus*, 2: 113–123.

PhD dissertation committee service (since 2010)

2010-2015 – Chair, Beatriz Willgohs
2011-2015 – Co-chair (with Martha Macri), Lewis Lawyer (Reference Systems Manager, Cambridge University Press)
2012-2013 – Member, Brian Slocum (Professor, McGeorge School of Law)
2012-2014 – Co-chair (with Robert May), Kristen Greer (Lecturer, Linguistics, UC Davis)
2013-2017 – Member, Chris Graham (Lecturer, Linguistics, UC Davis)
2015–2020 – Member, Yuxiang Wang

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Testimony	$2,640.00 Flat Fee for Half Day
Testimony	$5,280.00 Flat Fee for Full Day Estimated fees for reserved time are prepaid at least one week prior to scheduled event, any difference in estimated time and actual time spent will be invoiced immediately and shall be due and payable upon receipt.; Any and all outstanding invoices must be fully paid before any testimony is to be provided.
Retainer	$2,050.00 refundable retainer will be required in advance, prior to initiation of any services, applicable to the first invoice. Any unused portion of retainers shall be returned.
Travel Time	$75.00 per hour

PLUS air travel, meals, accommodations, ground transportation, travel time, and other related expenses to be billed.

1. The Expert may require a deposit into the Retainer before continuing any services.

2. A case initiation fee of **$495.00** payable to FGI is required and reflected on the first invoice.

3. Client agrees not to designate Expert in court papers until Expert's express permission is obtained. Notwithstanding lack of execution of this Contract, Client agrees that commencement of work by Expert, at Client's direction, constitutes retention of Expert under the terms and conditions of this Contract.

4. Time billed to Client shall include all time Expert spends on Client's behalf, which includes but is not limited to consultation, meetings, site inspections, case review, document review, investigations, research, travel, report preparation, and other customary case-related preparations. Charges for depositions, arbitrations and court appearances shall include waiting time at the established rates for these events that are set forth above. FGI reserves the right to modify Expert's fees upon reasonable notice.

5. All out-of-pocket expenses incurred by Expert (including but not limited to film, reproduction, long distance telephone, fax and similar reimbursable costs) plus laboratory, videotaping, destructive testing, data processing, and other similar expenses shall be charged at cost plus 15%.

6. All invoices to Client are due and payable to FGI upon presentation. In the event of unpaid invoices, FGI and Expert each reserve the right to cease work, regardless of the stage of completion of work or the imminence of deposition, trial or arbitration. Responsibility for all payments rests solely with Client; by retaining Expert, Client acknowledges that Client is responsible for all fees and costs incurred. Of importance, Client retaining expert bears responsibility for invoiced differences between actual time and fee schedule minimum charge time with regard to opposing counsel deposition fees.

7. It is further agreed and understood that all accounts or monies due ForensisGroup, Inc. shall be due and payable at its office in Pasadena, California within thirty (30) days of installation; that all past due accounts, notes or judgments shall bear interest from the date the indebtedness is first incurred until paid at the maximum rate allowed by law. If the accounts or notes are placed with a third

APPENDIX B

infinity, *n.*

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View as: Outline | Full entry

Quotations: Show all | Hide all Keywords: On | Off

Pronunciation: /ɪnˈfɪnɪti/

Forms: Also Middle English **-te**, Middle English–1500s **-tie**.

Frequency (in current use):

Etymology: < French *infinité* (13th cent. in Hatzfeld and Darmesteter.), < Latin *infīnītās* endlessness, boundlessness, infinity, < *infīnītus* : see -ITY *suffix*. (Show Less)

1. The quality or attribute of being infinite or having no limit; boundlessness, illimitableness (esp. as an attribute of Deity).

Thesaurus »
Categories »

*c*1374 G. CHAUCER tr. Boethius *De Consol. Philos.* (Cambr.) v. pr. vi. 134 Al thogh þat the lyf of it be strechched with infinite of tyme, yit algates nis it no swych thing.

1435 R. MISYN tr. R. Rolle *Fire of Love* 14 In þe infenite of gode meruaile and worschip, with-oute begynyng all-myghti clerely scheuys.

1532 T. MORE *Confut. Tyndale* in *Wks.* 636/1 One whose eternity passeth al time, and whose infinity passeth all nombre, that is almightye God himselfe.

1647 A. COWLEY *Constant* in *Mistress* iii What, alas can be Added to that which hath Infinity Both in Extent and Quality?

1690 J. LOCKE *Ess. Humane Understanding* II. xxiii. 148 It is Infinity, which, joined to our Ideas of Existence, Power, Knowledge, &c. makes that complex Idea, whereby we represent to our selves the best we can, the supreme Being.

*a*1774 O. GOLDSMITH *Surv. Exper. Philos.* (1776) II. 94 Wherever the doctrines of infinity enter into philosophy, knowledge ceases, and we talk at random.

1875 B. JOWETT in tr. Plato *Dialogues* (ed. 2) IV. 9 Of that positive infinity, or infinite reality, which we attribute to God, he had no conception.

(Hide quotations)

2. Something that is infinite; infinite extent, amount, duration, etc.; a boundless space or expanse; an endless or unlimited time. (In quot. 1682 the Infinite Being, the Deity.)

Thesaurus »

1377 W. LANGLAND *Piers Plowman* B. XIII. 127–8 One pieres þe plough~man..seith þat dowel and dobet aren two infinites, Whiche infinites, with a feith fynden oute dobest, Which shal saue mannes soule.

1614 W. RALEIGH *Hist. World* I. I. i. §3. 3 There cannot be more infinites then one; for one of them would limit the other.

1682 J. DRYDEN *Religio Laici* 6 Dar'st thou, poor Worm, offend Infinity?

1839 C. DARWIN in R. Fitzroy & C. Darwin *Narr. Surv. Voy. H.M.S. Adventure & Beagle* III. i. 12 Any power, acting for a time short of infinity.

1843 J. RUSKIN *Mod. Painters* I. 225 The greatest number is no nearer infinity than the least, if it be definite number.

1856 D. MASSON *Ess. Biogr. & Crit.* iii. 62 They did not tenant all space, but only that upper and illuminated part of infinity called Heaven.

1865 M. ARNOLD *Ess. Crit.* ix. 297 For all his sweetness and serenity, however, man's point of life 'between two infinities' (of that expression Marcus Aurelius is the real owner) was to him anything but a Happy Island.

(Hide quotations)

3.

a. In hyperbolical use (from 1, 2): Immensity, vastness; an indefinitely great amount or number, an exceeding multitude, 'no end' (*of*). [A frequent sense in Old French.]

Thesaurus »
Categories »

*c*1480 (▸*a*1400) *St. George* 321 in W. M. Metcalfe *Legends Saints Sc. Dial.* (1896) II. 185 Þe king [þane] ane infinite of gret tresore gert offerit be to george.

1581 R. MULCASTER *Positions* xxxvi. 133 Whether all children be to be set to schoole or no, without repressing the infinitie of multitude.

1634 W. TIRWHYT tr. J. L. G. de Balzac *Lett.* 168 By meanes of an infinity of rules and maximes.

1681 H. NEVILLE *Plato Redivivus* 102 He gives daily charitable audience to an Infinity of poor people.

1757 E. BURKE *Philos. Enq. Sublime & Beautiful* III. §4. 79 An infinity of observations of this kind [are] to be found in the writings, and conversations of many.

1871 B. JOWETT tr. Plato *Dialogues* II. 339 When little things are elaborated with an infinity of pains.

(Hide quotations)

b. ***to infinity*** (= Latin *ad* or *in infinitum*): to an 'infinite' extent, 'endlessly', without limit.

Thesaurus »

1640 tr. G. S. du Verdier *Love & Armes Greeke Princes* I. 27 Loving him to infinity, I almost died at the first news of his sicknes.

1812 *Burke's Speech Act of Uniformity 1772* in *Wks.* V. 328 You may delight yourselves in varying to infinity the fashion of them.

1825 J. R. MCCULLOCH *Princ. Polit. Econ.* II. iv. 189 The multiplication of such commodities to infinity, could never occasion a glut.

(Hide quotations)

4.

a. *Mathematics.* Infinite quantity (see INFINITE *adj.* 4c): denoted by the symbol ∞. Also, an infinite number (*of* something; quot. 1831).

Thesaurus »
Categories »

1693 E. HALLEY in *Philos. Trans.* (Royal Soc.) **16** 556 The whole..is the summ of the beginning and ceasing Infinity, or as I may say of Infinity *a parte ante* and *a parte post*, which is analogous to Eternity in time or Duration.

1831 D. BREWSTER *Life I. Newton* xii. 194 The curve which should cut at right angles an infinity of curves of a given nature.

1855 T. B. MACAULAY *Hist. Eng.* IV. XX. 496 To say..that a hundred was five times infinity.

1859 J. O. HALLIWELL *Introd. Evid. Christianity* 14 In modern science, there is a symbol used to express infinity.

1880 *Encycl. Brit.* XI. 138 In this treatise [Nova Stereometria Doliorum, 1615] he [Kepler] introduced for the first time the name and notion of 'infinity' into the language of geometry.

(Hide quotations)

b. *Geometry.* Infinite distance, or that portion or region of space which is infinitely distant: usually in ***at infinity***. In *Photography* also used of any distance, or the range of distances, at which an object is effectively in focus when the lens is set for the greatest possible distance.

Thesaurus »
Categories »

1867 T. SUTTON & G. DAWSON *Dict. Photogr.* 122 In every lens there is..a certain distance of a near object from it, between which and infinity all objects are in equally good focus.

1873 B. WILLIAMSON *Elem. Treat. Differential Calculus* (ed. 2) xiii. §192 A system of parallel lines may be considered as meeting in the same point at infinity.

1873 B. WILLIAMSON *Elem. Treat. Differential Calculus* (ed. 2) xiii. §195 The ordinary parabola..[has] the line at infinity for an asymptote.

1885 C. LEUDESDORF tr. L. Cremona *Elements Projective Geom.* 221 Suppose the four tangents to be parallel in pairs..then one diagonal will pass to infinity.

1910 *Photogr. for Beginners* (Country Life Ltd.) ii. 13 These are called 'fixed focus' cameras, and the lens is 'set at Infinity', which means that, provided the object to be photographed is not *nearer* the camera than, say, twenty feet, everything in the picture will appear sharp.

1929 R. H. GOODSALL *Beginner's Guide Photogr.* v. 22 The next thing is to adjust the lens to correct focus... All subjects over 100 feet away will be at 'infinity', smaller distances are marked on the scale.

1939 J. M. BLAIR *Pract. & Theoret. Photogr.* ix. 89 The hyperfocal distance is the least distance at which a lens may be focussed when objects at infinity are still in focus.

1950 G. L. WAKEFIELD *Your Camera Lens & Shutter* ii. 27 In photography, an object at 100 feet away from the lens would be normally considered as being at infinity. Infinity cannot be rigidly defined in the photographic sense, but it becomes a greater distance as the focal length of the lens increases.

1974 *Trafford Catal.* Spring & Summer 890/1 Kodak 100 pocket camera outfit. Fine 3-element lens gives sharp colourful prints or slides from 4 ft. to infinity.

(Hide quotations)

DRAFT ADDITIONS DECEMBER 2005

infinity pool *n.* originally *North American* an outdoor swimming pool designed to give the impression that it lacks an edge or edges and merges into the surrounding landscape.

Thesaurus »
Categories »

1992 *Orange County* (Calif.) *Register* 23 June E1/4 Dinner tables were sprinkled around an infinity pool (designed to look as if it's spilling over the hillside), guarded by a fountain of swans.

2003 J. FARRIS *Fury & Power* 18 Alberta Nkambe had begun her daily half-mile swim in the infinity pool at the edge of the east lawn, overlooking a landscape of farms, bush, and extinct volcanoes.

(Hide quotations)

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This entry has not yet been fully updated (first published 1900; most recently modified version published online December 2020).

Entry history
Entry profile

Previous version:
OED2 (1989)

In this entry:
at infinity
infinity pool
infinity, to

In other dictionaries:
infĭnĭtē, n. in Middle English Dictionary

My entries (1)
My searches (1)

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infinitism, n.	1897
infinitival, adj.	1870
infinitive, adj. and n.	c1470
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infinito-, comb. form	1749
infinitude, n.	1641
infinitum, n.	1682
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infinity, n.	**c1374**
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infirmary, n.	1625
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infinite, *adj.*, *adv.*, and *n.*

This entry has not yet been fully updated (first published 1900; most recently modified version published online March 2022).

Pronunciation: /ˈɪnfɪnɪt/
Forms: Middle English –1500s **infynyt(e,** Middle English–1600s **infinit,** (Middle English **infenite** ... (Show More)
Frequency (in current use):
Etymology: < Latin *infinītus* unbounded, unlimited, < *in-* (*in-*, *prefix*⁶) + *finītus* FINITE *adj.* and *n.*; perhaps originally through Old French *infinit*, -ite (13th cent. in Hatzfeld & Darmesteter), later *infini* (Oresme, 14th cent.). In hymns sometimes rhymed with /-ɑɪt/. (Show Less)

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A. *adj.*

1.

a. Having no limit or end (real or assignable); boundless, unlimited, endless; immeasurably great in extent, duration, or other respect. Chiefly of God or His attributes; also of space, time, etc., in which it passes into the mathematical use (*A.* 4*b*).

Thesaurus » Categories »

1413 *Pilgr. Soule* (1859) v. i. 71 The largenes therof may not be comprehended by thought of mannes wytte; for it is infynyte.
1477 Earl Rivers tr. *Dictes or Sayengis Philosophres* (Caxton) (1877) ll. 1 Released by thynfynyte grace & goodnes of our said lord.
1535 *Bible (Coverdale)* Psalms cxlvii[i]. 5 Greate is oure Lorde, and greate is his power, yee his wysdome is infinite.
1537 *Bible (Whittingham)* Ep. *ij That he might shewe more manifestly his goodnes and infinit mercie amonge men.
1651 T. Hobbes *Leviathan* i. iii. 11 No man can have in his mind an Image of infinite magnitude; nor conceive infinite swiftness, infinite time, or infinite force, or infinite power.
1754 J. Edwards *Careful Enq. Freedom of Will* v. iv. 22 That Power is not infinite; and so goes not beyond certain Limits.
1811 R. Heber in *Christian Observer* Nov. 667 Lord of mercy and of might..Maker, Teacher, Infinite! Jesus, hear and save!
1849 J. A. Froude *Nemesis of Faith* 130 The doctrine of the infinite divisibility of matter must be called in to help you in your dividings.
1860 J. Tyndall *Glaciers of Alps* i. ii. 15 An infinite series of images of the candle will be seen.

(Hide quotations)

b. In loose or hyperbolical sense: Indefinitely or exceedingly great; exceeding measurement or calculation; immense, vast.

Thesaurus »

c1385 G. Chaucer *Legend Good Women Hypsipyle.* 1675 Why lykede me..of thyn tunge the infynyt graciousnesse.
c1440 *Gesta Romanorum* (Harl.) i. xxxii. 122 He shulde wed hir with goodis infinite.
a1527 R. Thomas in R. Hakluyt *Divers Voy.* (1582) sig. C3ᵛ Infinite number of lewes that were expelled out of Spayne.
1600 W. Shakespeare *Merchant of Venice* v. i. 114 Gratiano speakes an infinite deale of nothing.
1604 W. Shakespeare *Hamlet* v. ii. 306 What peece of worke is a man, how noble in reason, how infinit [1623 infinite] in faculties.
1748 B. Robins & R. Walter *Voy. round World by Anson* Introd. sig. c4ᵛ Of infinite import to the commercial and seafaring part of mankind.
1827 F. D. Maurice *Epist. St. John* xvii. 281 We owe them infinite thanks for it.
1866 R. W. Dale *Jewish Temple* xxi. 233 A truth this, of infinite importance.

(Hide quotations)

†**c.** Occupying an indefinitely long time; immensely long, very tedious, 'endless'. (Used predicatively, with infinitive or with personal subject: cf. *long.*) *Obsolete.*

Thesaurus »

1581 Abp. E. Sandys *Serm.* i. 18 It were infinite to recite what huge summes of money they haue..gathered.
1608 E. Topsell *Hist. Serpents* 105 All which..I will (least I should seeme to be infinite), passe ouer with silence.
1620 *Horæ Subsecivæ* 363 I dare walke no further in this Labyrinth, for feare of growing too infinite.
1638 W. Chillingworth *Relig. Protestants* i. ii. §116. 97 Lastly, not to be infinite, it is taught by Mr. Knot himselfe, not in one page only..but all his Book over.

(Hide quotations)

d. infinite regress *n.* see quots.

Thesaurus »

a1856 W. Hamilton *Lect. Metaphysics* (1859) II. xxxviii. 372 We cannot conceive the infinite regress of time.
1934 A. C. Ewing *Idealism* iv. 149 If we once view relations as terms we are involved in Bradley's infinite regress.
1946 P. Harrison *Oxf. Marmalade* v. iii. 27 George's criterion of niceness, however, might be described as an infinite regress. Every girl he met was nice, until he met another, and she was nicer.
1968 E. H. Gombrich *Art & Illusion* (ed. 3) ix. 268 Are we not led into what philosophers call an infinite regress, the explanation of one thing in terms of an earlier which again needs the same type of explanation?
1973 A. Quinton *Nature of Things* 109 The concept of an axiom..solves the problem of the infinite regress of justification.

(Hide quotations)

2. with *n. plural.* Unlimited or indefinitely great in number; innumerable, very many, 'no end of'. Now *archaic* or *rare.*

Thesaurus » Categories »

c1400 (•c1385) G. Chaucer *Knight's Tale* (Hengwrt) (2003) l. 1063 Infinite been the sorwes and the teeres Of olde folk, and folk of tendre yeeres.
1483 W. Caxton tr. *Cathon* I ij Many and Infynyte euyles and inconueniences.
1555 R. Eden tr. Peter Martyr of Angleria *Decades of Newe Worlde* iii. i. f. 88ᵛ Not onely..infinite hundredes and legions, but also myriades of men.
1556 tr. J. de Flores *Histoire de Aurelio & Isabelle* sig. L6 She and heir ladeis sholde infinite teares.
1611 M. Sirth in *Bible (King James)* Transl. Pref. 5 Now the Latine Translations were too many to be all good, for they were infinite.
1668 M. Hale *Pref. Rolle's Abridgm.* b ij Infinite other Instances of like nature may be given.
1709 J. Addison *Tatler* No. 119. ⁋2 There are infinite Parts in the smallest Portion of Matter.
1775 J. Harris *Philos. Arrangem.* iii. 57 Thus there are..infinite ways of being virtuous, though but one of being virtuous.
1858 T. Carlyle *Hist. Friedrich II of Prussia* I. iii. xviii. 353 The Swedes..found infinite 'pigs, near Insterburg'.

(Hide quotations)

†**3.** Indefinite in nature, meaning, etc.; indeterminate. *Obsolete.*

Thesaurus »

1520 R. Whytyngton *Vulgaria* sig. B.v Nownes infinyte, as *quisquis, quicunque.*
1533 T. Wilson *Arte of Rhetorique* 1 Either it is an infinite question and without ende, or els it is definite and comprehended within some ende.
1663 J. Spencer *Disc. Prodigies* (1665) 111 It is a blind, confused, infinite, giddy thing.

(Hide quotations)

4. *Mathematics.*

†**a.** Having no determined limit; of indefinite length or magnitude. *Obsolete.*

Thesaurus » Categories »

1660 tr. I. Barrow *Euclide's Elements* i. 15 Vpon an infinite right line given *AB.*
1660 tr. I. Barrow *Euclide's Elements* i. 20 From the infinite line DE.

(Hide quotations)

b. Of a quantity or magnitude: Having no limit; greater than any assignable quantity or magnitude (opposed to *finite*). Of a line or surface: Extending indefinitely without limit, and not returning into itself at any finite distance (opposed to *closed*).

Thesaurus » Categories »

1693 *Philos. Trans.* (Royal Soc.) **16** 556 *(heading)* An Account of the several Species of Infinite Quantity, and of the Proportions they bear one to the other.
1743 W. Emerson *Doctr. Fluxions* 277 To find the Force wherewith an infinite Solid, plain on one Side LI, attracts a Corpuscle placed at C.
1836 A. De Morgan *Differential & Integral Calculus* Elem. Illustr. 61 When we say, $a + 1/x$ is equal to a when x is infinite, we only mean that as x is increased $a + 1/x$ becomes nearer to a and may be made as near to it as we please, if x be as great as we please.
1840 D. Lardner *Treat. Geom.* 278 When the ellipse becomes a parabola, the further focus will be removed to an infinite distance.
1869 I. Todhunter *Plane Trigon.* (ed. 4) iv. §58 As the angle increases from 0 to 90° the tangent increases from 0 without limit, so that by taking an angle sufficiently near to 90° we can make the tangent as great as we please; this is usually expressed for the sake of abbreviation thus, *the tangent of* 90° *is infinite.*
1873 I. Todhunter *Algebra for Schools* (ed. 7) lii. §706 The number of prime numbers is infinite.
1885 H. W. Watson & S. H. Burbury *Math. Theory Electr. & Magn.* I. 4 If a become infinite at any point within *S*, we cannot include in the integration the point at which the infinite value occurs.

(Hide quotations)

c. ***infinite series***: a series of quantities or expressions which may be indefinitely continued without ever coming to an end (but may or may not have a finite value or 'limit' to which it approaches as more and more terms are taken: see CONVERGING *adj.* 2, DIVERGENT *adj.* 2). So ***infinite decimal***.

Thesaurus » Categories »

1706 W. Jones *Synopsis Palmariorum Matheseos* 44 The Operation may either be terminated..or else continued on in an Infinite Series.
1763 W. Emerson *Method of Increments* Pref. p. vi The Method of Increments will help us to this term, either expressed in finite quantities, or by an infinite series.
1796 C. Hutton *Math. & Philos. Dict. Infinite Decimals,* such as do not terminate, but go on without end.
1873 I. Todhunter *Algebra for Schools* (ed. 7) xl. §557 An infinite series in which all the terms are of the same sign is divergent if each term is greater than some assigned finite quantity, however small.

(Hide quotations)

5. *Music.* Applied to a form of musical structure which can be repeated infinitely.

Thesaurus » Categories »

1869 F. A. G. Ouseley *Treat. Counterpoint* xv. 105 If [the canon] is made continually to recur to the beginning, so as never to come to a regular close, it is called Infinite, or Circular.
1876 J. Stainer & W. A. Barrett *Dict. Musical Terms* 69/2 The above is also an *infinite* canon, because, anyone having such a remarkable desire as to play it for ever, could do so.
1880 G. Grove *Dict. Music* Many canons lead back to the beginning and thus become 'circular' or 'infinite'.
1959 *Collins Mus. Encycl.* at *Canon* If..each part, on coming to the end of the melody, goes back to the beginning again and repeats, the result is a 'perpetual' or 'infinite' canon.

(Hide quotations)

6. *Law. distress infinite*: see *infinite distress* at DISTRESS *n.* 3*b*.

Categories »

1495 *Act 11 Henry VII* c. 24 §1 in *Statutes of Realm* (1816) II. 588 In the same atteynte there shalbe awarded ageynst the petite Jurie the party and the graund Jury som[me] and resom[me] and distres infynyte.
1533–2 *Act 25 Hen. VIII* c. 3 §1.
1641 *Termes de la Ley* 125 Distresse..is divided first into finite and infinite, finite is that which is limited by Law, how often it shall bee made to bring the party to tryall of the action, as once or twice. Distresse infinite is without limitation untill the party comes, as against a Jurie that refuseth to appeare upon certificate of assise.
1768 W. Blackstone *Comm. Laws Eng.* III. 231 A distress..that has no bounds with regard to it's quantity, and may be repeated from time to time, until the stubbornness of the party is conquered, is called a *distress infinite.*
1882 *Scriven's Copyholds* (ed. 6) vi. §2. 227 The proper remedy for neglect of suit of court, as well as for refusal to do fealty, was a distress infinite of the beasts or other personal property of the defaulter.

(Hide quotations)

7. *Grammar.* Applied to those parts of the verb which are not limited by person or number; viz. those verbal nouns and adjectives which have certain verbal properties, the Infinitive 'Mood', Gerunds, Supines, and Participles. Opposed to *finite.*

Thesaurus » Categories »

1871 H. J. Roby *Gram. Lat. Lang.* ii. xvi. 183 The forms of the verb proper are often called collectively the Finite Verb; the verbal nouns above named are sometimes called the Infinite Verb.
1871 B. H. Kennedy *Public School Lat. Gram.* §35 The forms of the Verb Infinite are not limited by Mood and Person. It comprises..(1) The Infinitive, a Verbal Substantive: as, *amare,* to love..(2) Participles, which are Verbal Adjectives.

(Hide quotations)

8. *Logic.* A rendering of Schol. Latin *infinitus*, applied to a negative term, etc.; infinitated.

Thesaurus » Categories »

a1856 W. Hamilton *Lect. Metaphysics* (1860) III. xiv. 253 Aristotle denominated the negative terms, such as *non B, non homo, non album,* etc., *ὀνόματα ἀόριστα,* literally indefinite nouns. Boethius, however unhappily translated Aristotle's Greek term..*ἀόριστος* by the Latin *infinitus*... The Schoolmen..thus called the *ὀνόματα ἀόριστα..nomina infinita*: and the non they styled the *particula infinitans.*

(Hide quotations)

B. *adv.*

= INFINITELY *adv.*: usually in hyperbolical sense = very greatly. *Obsolete.*

Thesaurus »

1526 W. Bonde *Rossary* sig. Aiiᵛ Infinite riche in glory.
1642 D. Rogers *Naaman* 606 Are there not infinite many passages in thy life?
1658 W. Sanderson *Graphice* 60 Nature is so infinite various in the Colours and shadows of the face.
1673 J. Dryden *Marriage-a-la-Mode* v. i. 6 I set a good face upon the matter, and am infinite fond of her before company.

(Hide quotations)

C. *n.*

Thesaurus »

1. That which is infinite, or has no limit; an infinite being, thing, quantity, extent, etc. Now almost always in singular with *the*; esp. as a designation of the Deity or the absolute Being.

1587 Sir P. Sidney & A. Golding tr. P. de Mornay *Treuenesse Christian Relig.* ii. 15 Two infinites cannot be abidden, no nor imagined together,..therefore like as there must needes be one Infinite, so must there be but only one.
a1731 T. Ken *Hymnarium* 1 is 16 (1721) II. No Rival Infinite could share thy Throne, There no more Infinites can be but one.
1712 tr. H. More *Scholia Antidote Atheism* 153 in H. More *Coll. Philos. Writings* (ed. 4) Since every part of an Infinite is infinite, there may be supposed something more infinite than an Infinite.
1839 J. F. W. Herschel *Prelim. Disc. Study Nat. Philos.* §106 The telescope and the microscope laid open the infinite in both directions.
1847 J. Martineau *Endeavours Christian Life* II. xvii. 275 The Presence-chamber of the Infinite.
1856 R. A. Vaughan *Hours with Mystics* (1860) I. 44 Hindoo mysticism..aims at ultimate absorption in the Infinite.

(Hide quotations)

2. In hyperbolical use: An exceedingly large amount or number; a very great quantity or multitude; very much or many; 'no end'.

†**a.** *absol.* (from A. 2: always in plural sense.) *Obsolete.*

a1368 R. Ascham *Scholemaster* (1570) i. f. 21ᵛ Infinite shall be made cold in Religion by your example.
?1577 J. Northbrooke *Spiritus est Vicarius Christi: Treat. Dicing* 136 Infinite from thence haue returned home vnchast.
1656 J. Smith *Compl. Pract. Physick* 120 Infinite have been cured by it.

(Hide quotations)

†**b.** Const. *of*, with no defining word prefixed.

1613 S. Purchas *Pilgrimage* iv. xvi. 428 There are infinite of Frier-like companions passing to and fro.
a1616 W. Shakespeare *Two Gentlemen of Verona* (1623) ii. vii. 70 A thousand oathes, an Ocean of his teares, And instances of infinite of Loue.
1661 S. Pepys *Diary* 1 June (1970) II. 112 There was infinite of new cakes placed.
1675 A. Yarranton *England's Improvem.* 115 Down the Rh to Hamborough, is sent infinite of Corn.
1697 W. Congreve *Mourning Bride* iv. i. 41 No Terms, no Bound, but Infinite of Woe.

(Hide quotations)

c. With article or other defining word prefixed; usually const. *of*. Formerly also in *plural* (cf. modern colloquial *lots, heaps, oceans*).

Thesaurus » Categories »

1563 N. Winʒet *Wks.* (1890) II. 64 Thow may se an infinit of exemplis.
1595 G. Markham *Most Honorable Trag. Sir R. Grinuile* sc iii Shee leaue great shot in infinets did hide.
1611 T. Heywood *Golden Age* iv. sig. Eiᵛ We haue assembled infinites of men.
1615 *Life, Death & Actions Lady Jane Gray* sig. A2ᵛ She brought forth her increase in such aboundance of infinits, that the least of her excellencies were impossible to bee circumscribed.
1647 R. Stapleton tr. *Juvenal Sixteen Satyrs* 279 The ibex, that kill infinites of serpents.
1662 J. Glanvill *Lux Orientalis* Pref. 13 What an infinite of books are written upon almost all subjects.
1748 *Anct. Voy. for Discov. North-west Passage* I. 188 You have an Infinite to lose, should you be defeated.
1826 J. Reiser *Mod. Painters* IV. 3 That Calais tower has an infinite of symbolism in it.

(Hide quotations)

†**3.** ***in infinite***, ***to infinite***, = Latin *in or ad infinitum* (see INFINITUM *n.*); endlessly. *Obsolete.*

Thesaurus »

a1631 J. Donne *Elegy to Lady Bedford in Poems* (1633) 299 Diffus'd, and spread in infinite.
1651 J. Saint-Amand tr. *F. Micanzio Life Father Paul* sig. L7ᵛ Mischiefes have their terminations, but feares go in infinite.
1651 Br. *J. Taylor XXVIII Serm.* vii. 87 And so on to infinite.

(Hide quotations)

4. *Mathematics.* An infinite quantity: see *A.* 4*b*.

Thesaurus » Categories »

Different orders of infinites are distinguished, each infinitely greater than the preceding: cf. INFINITESIMAL *adj.* 1.

1671 T. Hobbes *Consid. Wallis his Answer* 2 in *3 Papers* This arguing of Infinites is but the ambition of School-boyes.
1677 R. Plot *Nat. Hist. Oxford-shire* 288 Dr. John Wallis..first demonstrated the impossibility of squaring the Circle, Arithmetically,..having apply'd his method of Infinites in order thereunto.
1693 E. Halley in *Philos. Trans.* (Royal Soc.) **16** 556 That among themselves each of those Species of Infinites are in given Proportions, is what I now intend to make plain.
1706 W. Jones *Synopsis Palmariorum Matheseos* 205 Of Infinites 'tis hence plain, that some are equal, others unequal.
1710 G. Berkeley *Treat. Prine. Human Knowl.* §130 Of late the speculations about Infinites have..grown to such strange notions, as have occasioned no small scruples and disputes among the geometers.
1831 D. Brewster *Life I. Newton* xvi. 288 He then proceeds to correct an error of Dr Bentley's in supposing that all infinites are equal.
1838 H. T. Buckle *Hist. Civilisation Eng.* (1869) II. iv. 190 The geometry of infinites applied to the ordinates and tangents of curves.
1864 Pulsker *New Geom. of Space in Philos. Trans.* (Royal Soc.) (1865) 727 The number of rays constituting a configuration, a congruency, a complex and space, are infinites of first, second, third, and fourth order.
1884 *Reader* 21 May 657 The symbol $1/0$, the infinite of common algebra, represents an extreme of infinite.

(Hide quotations)

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Entry history
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Previous version: OED2 (1989)
In this entry: infinite decimal, infinite regress, infinite series, infinite, to, in infinite
In other dictionaries: infinite, adj. in Middle English Dictionary
My entries (2)
My searches (2)
Jump to:
Sort by: Entry | Date
infinate, a. a1641
infinity, n. 1885
infinous, adj. 1613
infinum, n. 1940
infinyt, adj. 71504
infordant, adj. —
infortary, adj. —
infotate, a. 1864
infotation, n. 1662
infinite, adj., adv.,... 41585
infotic, v. 1656
infotity, adv. 1413
infoteness, n. 1534
infoteonse, n. an... 1655
infoteosnally, adv. 1801
infoteth, adj. 1696
infotenomic, adj.... 1706
infotion, n. 71605
infotiam, n. 1897
infotival, adj. 1870

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APPENDIX C

Appendix C

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Jump to options

Results for query "Infinity Energy"

case sensitive,
one result per web page,
using the Bing (Cognitive) API

1) https://www.infinityenergy.com/
Text, Wordlist, text/html, UTF8 (HTML source), 2022-03-11 (Server header)

1: Friend FAQ’s Blog NEM 3.0LoginGet a Quote +1 888.244.2513 © Infinity Energy Inc. All rights reserved. Get An Instant Solar Estimate Get

2) https://infinityenergy.com/solar/
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2: Friend FAQ’s Blog NEM 3.0LoginGet a Quote +1 888.244.2513 © Infinity Energy Inc. All rights reserved. Get An Instant Solar Estimate Get

3) https://www.classaction.org/news/infinity-energy-hit-with-class-action-over-alleged-robocalls
Text, Wordlist, text/html, UTF8 (Content-type), 2022-03-26 (Server header)

3: Learn About Us Search Search in Newswire November 13, 2020 Infinity Energy Hit with Class Action Over Alleged Robocalls by Erin Shaak

4) https://www.bbb.org/us/ca/rocklin/profile/solar-energy-product-services/infinity-energy-1156-90020874
Text, Wordlist, text/html, UTF8 (Content-type), 2015-06-25 (Body near 'Last Modified')

4: a countryUS Search Home California Rocklin Solar Energy Product Services Infinity Energy SharePrint Business Profile Business Profile for Infinity Energy Solar Energy

5) https://www.yelp.com/biz/infinity-energy-rocklin
Text, Wordlist, text/html, UTF8 (Content-type), 2004-01-01 (Copyright footer)

5: Log InSign Up Restaurants Home Services Auto Services More More Infinity Energy 81 reviews Claimed Solar Installation, RoofingEditClosed9:00 AM - 9:15 AM

6) http://www.go-infinityenergy.com/EquipmentRental/default.aspx
Text, Wordlist, text/html, UTF8 (Content-type), date unknown

6: OF YOUR INLAND, OFFSHORE, CONSTRUCTION & RESIDENTIAL NEEDS... Welcome Welcome to Infinity Energy Services, Pump & Supply, and Solutions Group. Infinity Energy Services is

7) https://www.guildquality.com/pro/Infinity-Energy
Text, Wordlist, text/html, UTF8 (Content-type), date unknown

7: process Become a member Log in Customer feedback report for Infinity Energy, Inc. 1996 Reviews Overview Reviews Projects Phone (888) 244-2513 Call

8) https://thenewutility.com/
Text, Wordlist, text/html, UTF8 (Content-type), date unknown

8: clean energy and making solar affordable and available to all. Infinity Energy works with homeowners, business owners and communities to provide clean

9) https://www.yelp.com/biz/infinity-energy-temecula
Text, Wordlist, text/html, UTF8 (Content-type), 2004-01-01 (Copyright footer)

9: Log InSign Up Restaurants Home Services Auto Services More More Infinity Energy 47 reviews Claimed Solar InstallationEditClosed8:00 AM - 12:00 PM Write

10) https://infinityenergy.group/
Text, Wordlist, text/html, UTF8 (Content-type), date unknown

10: YOUR BUSINESSENERGY SMART? GET A NO-OBLIGATION QUOTE REDUCE ENERGY COSTS Infinity Energy Group provides a holistic approach to saving energy and costs

11) https://infinityenergy.co/
Text, Wordlist, text/html, UTF8 (Content-type), 2022-01-01 (Copyright footer)

11: future Home About Us Documents Announcements Investors Contact Board Home Infinity Energy Limited (“Infinity” or “the Company”) has agreed to acquire 26

12) https://www.thisoldhouse.com/solar-alternative-energy/21349289/infinity-energy
Text, Wordlist, text/html, UTF8 (Content-type), date unknown

12: How To & DIY Video More Overview How To & DIY Video Infinity Energy Review: Services and Purchasing Plans Infinity Energy offers residential solar

13) https://bestcompany.com/solar/company/infinity-energy
Text, Wordlist, text/html, UTF8 (Content-type), 2021-02-09 (Body near 'Last Modified')

13: Legal Services See More Write a Review For Businesses Login Infinity Energy -- Insufficient Reviews star star star star_border star_border We

14) https://play.google.com/store/apps/details?id=com.getthereferral.infinityenergy&hl=en_US&gl=US
Text, Wordlist, text/html, UTF8 (Content-type), 2021-05-05 (Body near 'Last Modified')

14: 5 Ages 6-8 Ages 9-12 Home Top charts New releases Infinity Energy GetTheReferral.com, Inc.Business Everyone 5 Add to Wishlist Install

15) https://www.ifnyoilandgas.com/
Text, Wordlist, text/html, UTF8 (Content-type), date unknown

15: 0 Skip to Content Infinity Energy Filings About Us Contact Us Open Menu Close Menu Infinity

16) https://infinityenergy.co/investors/
Text, Wordlist, text/html, UTF8 (Content-type), 2022-01-01 (Copyright footer)

16: of the Board of Directors and Details of Committees Despite Infinity Energy no longer being listed on AIM, the Company recognises the

17) https://apps.apple.com/us/app/infinity-energy/id1459072703
Text, Wordlist, text/html, UTF8 (Content-type), date unknown

17: on Apple Accessories Support Shopping Bag + Cancel App Store Preview Infinity Energy 4+ Infinity Energy INC Designed for iPhone 4.4 • 7 Ratings

18) https://www.mapquest.com/us/california/infinity-energy-443834661
Text, Wordlist, text/html, UTF8 (Content-type), date unknown

18: Infinity Energy 5096 N Blythe Ave Ste 100 Fresno CA 93722 (888

19) https://www.glassdoor.co.uk/Reviews/Infinity-Energy-Reviews-E1266112.htm?countryRedirect=true
Text, Wordlist, text/html, UTF8 (Content-type), 2022-03-24 (Body near 'Last Modified')

19: Talk to Sales Post Jobs View Allnum of numClose (Esc) Infinity Energy Is this your company? Company Overview Locations FAQ Overview Overview

20) https://www.homeadvisor.com/sp/infinity-energy
Text, Wordlist, text/html, UTF8 (Content-type), 2022-03-17 (Body near 'Last Modified')

20: App Home > Pro Ratings & Reviews > California > Rocklin > Solar Energy Companies > Infinity Energy, Inc. Infinity Energy, Inc. P.O. Box 1420 East, Roseville, CA

21) https://bulbapedia.bulbagarden.net/wiki/Infinity_Energy
Text, Wordlist, text/html, UTF8 (Content-type), 2022-03-26 (Server header)

21: it on the forums or in the Bulbagarden Discord server. Infinity Energy From Bulbapedia, the community-driven Pokémon encyclopedia. Jump to navigationJump to

22) https://www.dnb.com/business-directory/company-profiles.infinity_energy_inc.7eb1a11112aca5105178b856fd65e663.html
Text, Wordlist, text/html, UTF8 (Content-type), 2000-01-01 (Copyright footer)

22: ECIALTY TRADE CONTRACTORS / BUILDING EQUIPMENT CONTRACTORS / UNITED STATES / CALIFORNIA / ROCKLIN / Infinity Energy Inc. Infinity Energy Inc. Website Corporation Get a D&B

23) https://www.infinityenergy.ca/
Text, Wordlist, text/html, UTF8 (Content-type), 2022-01-01 (Copyright footer)

23: Energy of the Future - Today A Renewable Resource Who is Infinity Energy? Infinity Petroleum Energy Resources Inc.(Infinity Energy) is a privately

24) https://www.glassdoor.co.uk/Overview/Working-at-Infinity-Energy-EI_IE1266112.11,26.htm?countryRedirect=true
Text, Wordlist, text/html, UTF8 (Content-type), 2019-01-09 (Body near 'Last Modified')

24: Talk to Sales Post Jobs View Allnum of numClose (Esc) Infinity Energy Is this your company? Company Overview Locations FAQ Overview Overview

25) https://www.buildzoom.com/contractor/infinity-energy-inc
Text, Wordlist, text/html, UTF8 (Content-type), 2022-03-18 (Body near 'Last Modified')

25: and the product itself. I will definitely continue to recommend Infinity Energy. Please write a review about INFINITY ENERGY INC 1 Rate

26) https://www.infinity-energy.co.uk/
Text, Wordlist, text/html, UTF8 (Content-type), 2022-03-24 (Server header)

26: and your potential financial savings Request a survey About About Infinity Energy Services Our Service & Accreditations Meet the Team Careers Guides Electricity

27) https://www.marketbeat.com/stocks/OTCMKTS/IFNY/
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27: is the American crisis almost nobody sees coming. OTCMKTS:IFNY Infinity Energy Resources Stock Forecast, Price & News Adding Choose a watchlist: Watchlist

28) https://www.solarpowerworldonline.com/suppliers/infinity-energy/
Text, Wordlist, text/html, UTF8 (Content-type), date unknown

28: 2022 Leaders! 2021 Winners 2020 Winners 2019 Winners 2018 Winners Infinity Energy Infinity EnergyRocklin, CA Year Founded: 2014 goinfinityenergy.com Infinity Energy

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Output produced Sat Mar 26 21:03:09 GMT 2022. The results will be available at this location for the next 11 hours.

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APPENDIX D

Appendix D

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Oct 31, 2019 — This is true, There is an infinitely number of numbers between 1 and 2 (1.1 then to 1.2 then to 1.3 then to 1.4 then to 1.5 then to 1.6 then to 1.7 then to 1.8 then to 1.9 then to 2 ... Is there ...

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Jan 31, 2020 — Infinity is not a number but only it's existence. ... a constant with an infinity number of digits and numbers ...

https://www.math.net › faq · Mathematics Faq · 1 year ago

Significant figures

Jan 31, 2020 — Infinity is not a number but only it's existence. ... a constant with an infinity number of digits and numbers ...

https://www.physicsforums.com › threads › infinity-is-not-a-number.714 · 1 year ago

How to type infinity symbol on mac? | JustHowto.biz

Jan 31, 2020 — Infinity is not a number but only it's existence. ... a constant with an infinity number of digits and numbers ...

https://en.facebook.com › groups › 1 · 1 year ago

sophiaravel - I have an infinity number of reasons to be happy

Jan 31, 2020 — Infinity is not a number but only it's existence. ... a constant with an infinity number of digits and numbers ...

https://www.reddit.com › AskMath · 1 year ago

The sum of an infinite number of terms of a G.P. is ... - Study.com

Jan 31, 2020 — Infinity is not a number but only it's existence. ... a constant with an infinity number of digits and numbers ...

https://www.reddit.com › AskMath · 1 year ago

Consider Five. The sum of an infinity number of terms of 2.5 1/4+1/8 + 1/16 ...

Jan 31, 2020 — Infinity is not a number but only it's existence. ... a constant with an infinity number of digits and numbers ...

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Infinity Symbol: Curious Letter Can Shape Our Smart Cities

Sep 1, 2021 — Infinity is not a number but only it's existence. ... a constant with an infinity number of digits and numbers ...

https://www.reddit.com › AskMath · 1 year ago

Solved A equation may have a unique solution, an ...

Jan 31, 2020 — Infinity is not a number but only it's existence. ... a constant with an infinity number of digits and numbers ...

https://www.reddit.com › AskMath · 1 year ago

Show that the systems of equations 2x - 3y + 5, 5x - 7ypx ...

Jan 31, 2020 — Infinity is not a number but only it's existence. ... a constant with an infinity number of digits and numbers ...

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Solved Problem 3. We are given a simple undirected graph of ...

Jan 31, 2020 — Infinity is not a number but only it's existence. ... a constant with an infinity number of digits and numbers ...

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Evolution of the average money of an infinity number of ...

Jan 31, 2020 — Infinity is not a number but only it's existence. ... a constant with an infinity number of digits and numbers ...

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THERE ARE INFINITELY MANY SMARANDACHE ...

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Gronnad.se Twitter: "If there's an infinity number of dimensional ...

If there's an infinity number of dimensional sunshine I can be in one by the end of autumn. Infinity is not a number but only it's existence. ... a constant with an infinity number of ...

https://twitter.com › Gronnad · Similar · 2

Gronnad on Twitter: "If there's an infinity number of dimensional ...

If there's an infinity number of dimensional sunshine I can be in one by the end of autumn. Infinity is not a number but only it's existence. ... a constant with an infinity number of ...

https://twitter.com › Gronnad · Similar · 2

Gronnad on Twitter: "An infinity number of Avengers. Infinity War ...

An infinity number of Avengers. Infinity War

EXHIBIT M

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SHAWN M. KROGH, SBN 227116
shawnkrogh&kroghdecker.com
MICHAEL D. CRODDY, SBN 198489
michaelcroddy@kroghdecker.com
CAGIL AREL, SBN 333564
cagilarel@kroghdecker.com
555 Capitol Mall, Suite 700
Sacramento, California 95814
Telephone: 916-498-9000
Facsimile: 916-498-9005

Attorneys for Defendant
INFINITE ENERGY HOME SERVICES, INC.

THE UNITED STATES DISTRICT COURT

EASTERN DISTRICT OF CALIFORNIA – SACRAMENTO

INFINITY ENERGY, INC., a California Corporation Plaintiff, vs. INFINITE ENERGY HOME SERVICES, INC. Defendant.	CASE NO.: 2:21-CV-00438-WBS-KJN ASSIGNED TO: THE HON. WILLIAM B. SHUBB **DEFENDANT INFINITE ENERGY HOME SERVICES, INC.'S EXPERT WITNESS DECLARATION**

I, Rhonda J. Harper, declare,

1. I have been engaged by Defendant Infinite Energy Home Services to review and give opinion as to the expert report written by Patrick Farrell (the "Farrell Report") on behalf of the Plaintiff, Infinity Energy, Inc.

2. Attached as **Exhibit 1** is the report I drafted to rebut the Farrell Report.

3. If called at trial, I can testify as to the contents of my rebuttal report as provided in **Exhibit 1.**

I declare under penalty of perjury that the foregoing is true and correct.

///

DATED: April 20, 2023

By: _____
RHONDA I. HARPER

EXHIBIT 1

HLCR
Harper Litigation Consulting and Research

UNITED STATES DISTRICT COURT

FOR THE EASTERN DISTRICT OF CALIFORNIA

INFINITY ENERGY, INC., a California Corporation, Plaintiff, vs. INFINITE ENERGY HOMES SERVICES, INC., Defendant.	Case No.: 2:21-cv-00438-WBS-KJN **PLAINTIFF'S DISCLOSURE OF EXPERT TESTIMONY PURSUANT TO F.R.C.P. 26(a)(2)(B)** JUDGE: Hon. William B. Shubb MAG.: Hon. Kendall J. Newman FILED: March 10, 2021 TRIAL: October 11, 2022

Expert Rebuttal Report of Rhonda Harper, MBA
In Response to the Expert Report of Patrick Farrell

Harper Litigation Consulting and Research, LLC
Dallas, TX

April 27, 2022

HLCR
Harper Litigation Consulting and Research

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HLCR
Harper Litigation Consulting and Research

Introduction

1) My name is Rhonda J. Harper. I am a marketing, advertising, sponsorship, public relations, branding, research, and consumer expert retained by the Plaintiff in connection with the action styled *Infinity Energy, Inc., vs. Infinite Energy Homes Services, Inc., (case number 2:21-cv-00438)* in the Eastern District of California.

2) I have been engaged by the Defendant, Infinite Energy Homes Services, Inc., to review and opine on an expert report authored by Patrick Farrell[1] (the "Farrell Report") and submitted on behalf of the Plaintiff, Infinity Energy, Inc.

3) My compensation for expert witness services is $650 per hour. Additionally, I will be compensated for the travel and preparation expenses associated with my work on this case. My compensation is in no way contingent on the particular opinions I reach or the outcome of the case.

Expert Qualifications

4) I am the owner and manager of Harper Litigation Consulting and Research, LLC, a consulting firm I founded in 2011 to provide litigation support to counsel and offer research to companies. I began this type of work in 2005 under another company that I owned and managed: RTM&J, a marketing consultancy that closed in 2010.

5) I have worked with more than 150 law firms as both a consultant and an expert witness for more than 250 cases and proceedings involving false and deceptive advertising, trademark and trade dress infringement, marketing, branding, public relations and promotion, portfolio marketing, licensing and sponsorship, and advertising. I have testified more than 70 times in state and federal

[1] Declaration and Expert Report of Dr. Patrick Farrell.

courts, administrative proceedings, and arbitrations.

6) My opinions reflect the knowledge and insights I have gained over the course of a 35-year career working at the highest levels in the world of marketing, sponsorship marketing, branding, research, strategy, advertising, and public relations.

7) After graduating from Illinois State University in 1984 with a Bachelor of Science degree, I taught high school mathematics for two years before attending Emory University Goizueta Business School and earning a Master of Business Administration degree in 1988.

8) I began my marketing career at the American Red Cross. I was first responsible for nationwide blood donations, and then corporate development and strategy involving cause-related marketing that partnered the company with product and brand marketers to generate revenue from collaborative consumer advertising and promotion programs.

9) I then moved to the private sector, where I worked for Warner-Lambert and Nabisco. As Warner-Lambert's divisional promotion manager for consumer healthcare, I led my team and the $100 million promotion budget for the company's brands, including Listerine, Efferdent, Benadryl, Sudafed, Actifed, Zantac, and Lubriderm. As Nabisco's acting director for promotional marketing, I oversaw a $200 million budget and led promotional marketing for brands such as Oreo, Chips Ahoy!, Ritz, Triscuit, Wheat Thins, and Snackwell's.

10) I later worked at two Fortune 500 corporations, serving as the chief marketing officer of Vanity Fair Intimates (VFI), a division of VF corporation, and the vice president of marketing for Walmart's Sam's Club. With budgets exceeding $30 million at VFI and $200 million at Sam's Club, my responsibilities included oversight of all global consumer marketing functions (including branding, strategy, consumer insights, and market research), database management, promotions, in-store merchandising, sponsorships, creative services, communications, public relations, licensing and sponsorships, and advertising. I also managed the firms' advertising,

promotion, research, public relations agencies, and consulting companies.

11) In 2002, I launched and managed RTM&J, an organic growth strategic marketing consultancy. The following list is a sample of RTM&J's projects: global web strategy for IBM; private brand strategy for The Home Depot; brand repositioning for HSN; retail strategy for The Coca-Cola Company; innovation (new product development) pipeline for Tyson Foods; cereal platform creation for Kellogg's; multicultural roadmaps for merchandising, marketing, operations, and human resources for Target; brand positioning for Russell Athletic Company; new product commercialization for SC Johnson; segmentation and communication strategies for Arby's; Hispanic marketing for Papa John's; and user experience for Washington Mutual/Chase.

12) I was also a general manager, senior vice president, and office manager for Ketchum, which was the third-largest global public relations and communications firm at the time. I led Ketchum's offices in the southern half of the United States, which comprised more than 120 professionals and were the firm's second-largest income generator worldwide. My office's clients included The Home Depot, FedEx, Nokia, Cingular/AT&T, and IBM.

13) I was the global marketing communications director for United Parcel Service (UPS), where I managed advertising and digital agencies and launched the groundbreaking consumer program UPS My Choice, which was the first program to provide the ability to change package deliveries in real time and eliminate the need for paper information notices.

14) I founded Penrose Check-In Services, a subscription-based service that used its proprietary app to check in on seniors on behalf of family members. Check-In Services users checked 150 items across the seven following quality-of-life factors: well-being, safety, comfort, cleanliness, maintenance, supplies, and caregiver observations. I received many industry accolades, including the following: 2017 North American Finalist, Cartier Women's Initiative (a global business case competition co-sponsored by McKinsey & Co.); 2016 Winner, AARP

Innovation@50+ Best Start-up for Seniors (national award); 2016 Winner, Dallas 100 Entrepreneur Award; and 2016 Winner, American Geriatrics Society Top 15 Start-Up Firms (national award).

15) I co-founded Leadership Worth Following, a premier leadership identification and coaching firm in Dallas, Texas, and served on its board of directors for eight years.

16) I served on the board of directors of the Brand Activation Association (also known as the Promotion Marketing Association) and the Insights Association (also known as the Market Research Association). I also taught undergraduate- and graduate-level marketing, research, and strategy courses at American University (Washington, DC) and Fairleigh Dickinson University (Madison, NJ). I have been a guest lecturer in marketing, promotion, public relations, communications, research, and strategy at Harvard University (Boston, MA), Emory University (Atlanta, GA), and the College of William and Mary (Richmond, VA). At Emory University Goizueta Business School, I served as a case competition judge for 10 years and as a member of the board of directors for the Alumni Association for three years.

17) I have studied consumer and business-to-business markets for more than three decades, and I am considered an expert in various marketing fields. While I have found academic studies of consumer behavior to be applicable in practice, my real-world experience and a significant number of corporate research studies conducted as a marketing professional have proven to be far more useful.

18) One of the keys to creating successful marketing tactics is to "walk in the consumer's shoes"—to do everything possible to understand how they learn, think, and feel about the products and services they are considering purchasing. For this reason, on behalf of my corporate employers and clients, I have conducted studies involving hundreds of thousands of individuals that provide insights into what consumers and stakeholders understand and believe (or disbelieve) about

brands, corporations, and products. In addition to deriving useful information from the thousands of proprietary quantitative studies I have led and reviewed., I estimate that I have observed more than 2,500 focus groups. The numerous studies I have designed and/or reviewed, the focus groups I have attended, and the one-on-one interviews I have conducted as a marketing professional have informed my knowledge of consumer attitudes and behavior, especially those related to brand and corporate promises and claims.

19) Over the past 17 years, I have conducted over 100 trademark and trade dress infringement consumer surveys and have rebutted more than 50 studies and reports by other experts.

20) For further details about my professional experience, please see Exhibits 1–3.

Background[2]

21) This section outlines my understanding of the case as it is described in the case pleadings.

22) The Plaintiff is a California corporation organized and existing under the laws of the State of California, having its principal place of business in Rocklin, Placer County, California.

23) The Defendant is a California corporation duly organized under the laws of the State of California, having its principal place in Cameron Park, El Dorado County, California.

24) Both companies operate in the energy sector.

25) In part, the Plaintiff alleges Federal Trademark Infringement for its use of the INFINITE mark and its likelihood of causing consumer confusion as being either affiliated with, endorsed or authorized by, or somehow connected to INFINITY Energy.

Materials Reviewed

26) In addition to the footnotes contained herein, the following materials were provided by counsel

[2] Plaintiff Infinity Energy, Inc.'s Complaint for Federal Trademark Infringement, Federal Unfair Competition, False Designations of Origin, Unlawful, Unfair, Fraudulent Business Practices, and Intentional Interference with Prospective Economic Advantage.

and reviewed by me in preparation for my rebuttal.

a) Plaintiff Infinity Energy, Inc.'s Complaint for: 1. Federal Trademark Infringement; 2. Federal Unfair Competition, False Designations of Origin; 3. Unlawful, Unfair, Fraudulent Business Practices; and, 4. Intentional Interference with Prospective Economic Advantage

b) Plaintiff's Disclosure of Expert Testimony Pursuant to F.R.C.P. 26(a)(2)B

c) Declaration and Expert Report of Dr. Patrick Farrell

Expert Analysis and Opinions

27) The Farrell Report is fatally flawed for two primary reasons: (1) it fails to present any consumer survey evidence in support of the Plaintiff's allegation of a likelihood of confusion, and (2) it fails to appropriately analyze any of the *Sleekcraft* factors.

28) The Farrell Report rests solely on Patrick Farrell's subjective opinions regarding root words, definitions, irrelevant internet search results, and misstated and interpreted online posts. The report fails to provide any evidence showing that past and potential consumers of the Defendant's service in a real-world marketplace are confused about the source of the INFINITE mark in question. Finally, the report has not shown that confusion has occurred or is likely to occur.

No Survey Evidence

29) Consumer survey evidence is critically important in Lanham Act cases involving allegations of consumer confusion.[3] A methodologically sound and well-executed survey presents the trier of fact with unbiased, replicable, representative information that is statistically projectable to a particular group of consumers relevant to the issue(s) in the case. Trademark scholar Jacob

[3] McCarthy, J.T. (2020). McCarthy on Trademarks and Unfair Competition, 5th Ed., §32:158.

Jacoby explains the rationale behind the use of consumer surveys in trademark cases:

> *It is generally not feasible to bring all consumers of a particular offering into the courtroom to testify regarding their states of mind. Outside the context of litigation, marketing and advertising practitioners confront essentially the same problem when attempting to assess consumer states of mind with respect to existing products, proposed new products, packaging, advertising, and so on. As a general rule, they rely on well-conducted survey research to obtain the answers to such questions. It therefore is not surprising that, as the methodological tool most often used by social scientists to probe states of mind, surveys are now routinely used to assess and evaluate core issues in trademark law.*[4]

30) Professor J. Thomas McCarthy notes:

> *As the use of surveys has become more common, judges have come to expect that a survey will be introduced to aid the court in determining customers' state of mind. Some courts have remarked on the failure to introduce a survey as indicating that a litigant is less than deadly serious about its case.*[5]

31) The lack of a properly conducted survey provides a basis for believing that the results may have been unfavorable. McCarthy cites Judge Ackerman as saying, "the failure of a plaintiff to conduct a survey to prove… likely confusion… may give rise to the inference that the contents of the survey would be unfavorable."[6]

32) Consumer survey evidence has become an indispensable tool in trademark litigation because it offers tremendous value as a source of objective information. As explained in the *Reference Manual on Scientific Evidence*:

> *Although surveys are not the only means of demonstrating particular facts, presenting the results of a well-done survey through the testimony of an expert is an efficient way to inform the trier of fact about a large and representative group of potential witnesses. In some cases, courts have described surveys as the*
> *most direct form of evidence that can be offered. Indeed, several courts have drawn negative inferences from the absence of a survey, taking the position that failure to undertake a survey may strongly suggest that a properly done survey would not support the plaintiff's position.*[7]

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[4] Jacoby, J. (2013). Trademark Surveys, Volume 1: Designing, Implementing, and Evaluating Surveys, American Bar Association, p. 6.

[5] McCarthy, J.T. (2020). McCarthy on Trademarks and Unfair Competition, 5th Ed., §32:195.

[6] Id., citing Eagle Snacks, Inc. v. Nabisco Brands, Inc., 625 F. Supp. 571, 228 U.S.P.Q. 625, 633 (D.N.J. 1985).

[7] Diamond, S. (2011). "Reference Guide On Survey Research," in Reference Manual on Scientific Evidence. Federal Judicial Center/National Academy of Sciences, p. 372.

33) In this case, the Plaintiff engaged Patrick Farrell to "render an opinion concerning the potential for consumer confusion."[8] This issue could have been examined empirically through the administration of a consumer survey. However, instead, Patrick Farrell simply based his opinion regarding consumer confusion on the pronunciation, spelling, and meaning of the words INFINITY and INFINITE.

34) The Farrell Report is inherently flawed as a source of information about the potential for consumer confusion in this matter because it lacks the objectivity and projectability of a consumer survey. In one of many examples, rather than testing empirically for consumer confusion, the Farrell Report surmises that the similarities in spelling and pronunciation make it "easy… for the *two words* [emphasis added] to be confused with one another,"[9] not the source of the words. It further surmises that "the spellings, pronunciations, word structure and meanings of these two words overlap in such a way as to make them *virtually indistinguishable as trademarks* [emphasis added]." This is pure speculation based only on Patrick Farrell's subjective opinion.

35) In contrast to the contents of the Farrell Report, a consumer survey would employ a sampling plan to select study respondents from the relevant target audience. A screening procedure would qualify respondents to ensure their eligibility for participation in the study. Qualified respondents would be administered a questionnaire designed to probe into the relevant issues of confusion. The findings would be projectable to the broad population of interest. None of these elements appear in the analysis presented in the Farrell Report. Patrick Farrell's opinions do not carry the scientific validity of a consumer survey; they do not even carry the weight of an interview with a single consumer and therefore should be considered with extreme caution.

36) Considering that it is incumbent upon the Plaintiff to demonstrate consumer confusion in this

[8] Farrell Report ¶ 5.
[9] Farrell Report ¶ 9.

matter, it is surprising, and perhaps telling, that they did not produce any consumer survey evidence to support their case.

Lack of a Sleekcraft Factor Analysis

37) The Ninth Circuit uses the following *Sleekcraft factors* to assess the potential for likelihood of confusion: (1) the strength of the mark; (2) the proximity of the goods; (3) the similarity of the marks; (4) evidence of actual confusion; (5) the marketing channels used; (6) the type of goods and the degree of care likely to be exercised by the purchaser; (7) the defendant's intent in selecting the mark; and (8) the likelihood of expansion of the product lines. Furthermore, the Ninth Circuit recognizes that a court must first identify "the relevant consumer market" upon which to apply these factors.[10]

38) Not only does Patrick Farrell fail to define the relevant consumer market in his analysis, he also ignores the marketplace and consumers altogether.

39) "Strength of the mark," or trademark strength, refers to the scope of protection afforded to a trademark by courts based on that mark's inherent and acquired tendency to signify to consumers a consistent source of the products or services to which the mark is affixed and, therefore, its ability to influence a consumer's purchasing decisions.[11] More pointedly, the *Abercrombie taxonomy*[12] divides trademarks into five categories based on strength: (1) generic (APPLE for apples), (2) descriptive (TOTAL MOISTURE for hair conditioner), (3) suggestive (GOOGLE for a search engine, suggesting a large number of search results), (4) arbitrary (APPLE for

[10] https://www.jdsupra.com/legalnews/the-sleekcraft-factors/.
[11] Timothy Denny Greene and Jeff Wilkerson. "Understanding Trademark Strength," Stanford Technology Law Review Vol. 16, No. 3, Spring 2013, p. 535.
[12] Abercrombie & Fitch Co. v. Hunting World, Inc., 537 F.2d 4 (2d Cir. 1976).

computers), and (5) fanciful (KODAK for photographic equipment).[13]

40) The Farrell Report does not address the issue of trademark strength. Instead, it substitutes internet search engine results as a proxy. Specifically, the report mistakenly assumes that the number of "hits" (Patrick Farrell's term), or listings from queries involving the terms INFINITY or INFINITE, is a measure of trademark strength and, ultimately, consumer confusion.

41) Even with this faulty methodology, Patrick Farrell did not replicate real-world consumer marketplace conditions. Rather, he used a search tool prominent in the United Kingdom and concocted specific, advanced parameters[14] that would not be considered by consumers using common search engines in the United States, such as Google.

42) The Farrell Report also relies on a personal search conducted by Patrick Farrell from his office. It does not consider that the results of a single online search are generated from one search engine, on a specific date, using one specific IP address, possibly using the computer's stored search history, and in a specific geographic location; nor does it consider that search engine results are produced using complex algorithms that are partly based on these exact elements. For example, when conducting an online search for INFINITY ENERGY from my office in Dallas, TX, I did not discover the same issues and results as those presented in the Farrell Report. The results of a search conducted from my office computer on April 19, 2022, included companies in Texas and Florida with the names "Infinite Energy" (headquartered in Gainesville, Florida), "Infinite Energy saveoneenergy.com," and "Infinite Energy Magazine." In other words, search engine results are based on dynamically indexing produced using complex algorithms, search engine optimization, search engine marketing tactics, digital advertising, source codes, and more. As SEO and Content

[13] Ibid.
[14] The Farrell Report, ¶ 16.

expert Sam Marsden, explains:

> *Indexing is the process by which search engines organize information before a search to enable super-fast responses to queries. Searching through individual pages for keywords and topics would be a very slow process for search engines to identify relevant information. Instead, search engines (including Google) use an inverted index, also known as a reverse index. An inverted index is a system wherein a database of text elements is compiled along with pointers to the documents which contain those elements. Then, search engines use a process called tokenisation to reduce words to their core meaning, thus reducing the amount of resources needed to store and retrieve data. This is a much faster approach than listing all known documents against all relevant keywords and characters.*[15]

43) More disturbingly, in the Farrell Report, Patrick Farrell erroneously attributes human characteristics to online technology-based algorithms, stating that "even Google seems to get confused"[16] and "That people actually do sometimes confuse the phrase INFINITE ENERGY with the phrase INFINITY ENERGY can be demonstrated with a Google search for ["infinity energy" "infinite"] or ["infinite energy" "infinity"], in which case there is an attempt to retrieve only pages that contain both of the terms enclosed with quotes in the search box."[17] Search engines are not humans, and the results they produce are not evidence of anything other than how search engines function based on complex combinations of software algorithms, keywords, search engine optimization, and search engine marketing.

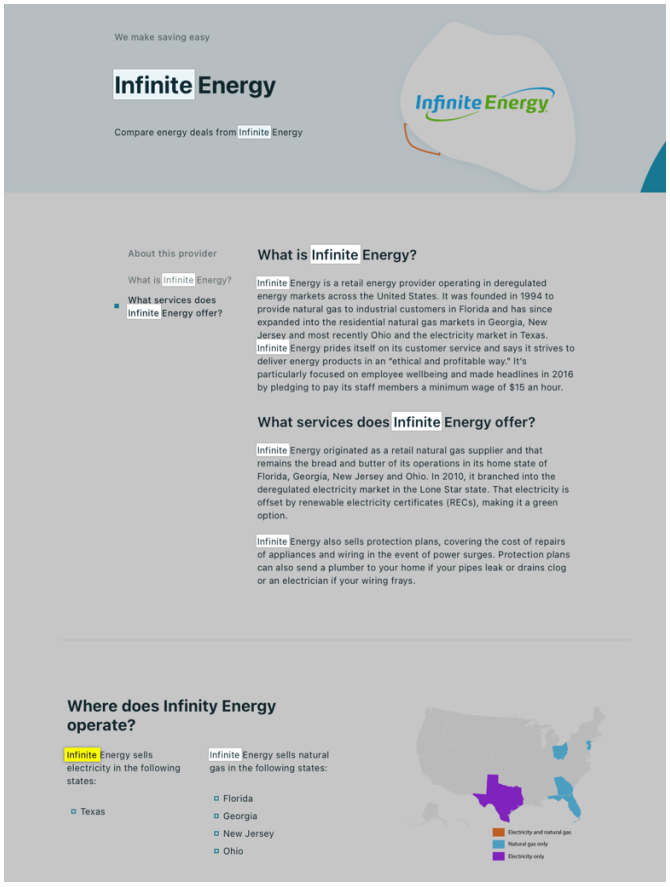
44) In contrast to the Farrell Report, a trademark analysis would involve assessing the Plaintiff's mark against the *Abercrombie* taxonomy and determining whether it is strong or weak. Contrary to Patrick Farrell's assertions, search engines are not consumers and cannot provide evidence of trademark strength or consumer confusion. Rather than being due to consumer knowledge, inherent trademark strength, or confusion, a particular search term resulting in listings for the Plaintiff's company along with many others is likely a result of the Plaintiff's search engine

[15] https://www.deepcrawl.com/knowledge/technical-seo-library/search-engine-indexing/.
[16] The Farrell Report, ¶ 19.
[17] The Farrell Report, ¶ 21.

optimization and search engine marketing tactics to garner rankings within the search engine itself.

45) Finally, the Farrell Report includes three examples of "actual confusion" online. In one example, Patrick Farrell cropped an online post to isolate the term "Infinity." However, Figure 1 shows the term "Infinite" being used correctly 12 times, while the term "Infinity" is used only once.[18] This is clearly a copyediting issue and not an instance of source confusion between the parties in this case.

Figure 1. FinanceGuru Post Regarding Infinite Energy, Headquartered in Florida



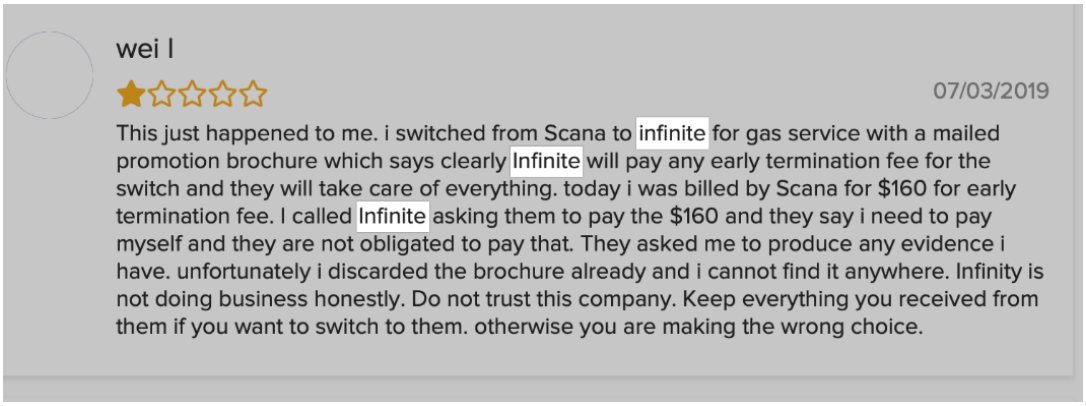
[18] https://financeguru.com/energy/providers/infinite-energy/.

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46) The Farrell Report also presents one old post from an Australian-based company called Infinite Energy in which the consumer provides a testimonial thanking "Infinity Energy" on its website.[19] Again, this is not convincing evidence that the source of the Defendant's mark was the Plaintiff's in present-day California, USA. It is simply evidence of a mistake made by a consumer halfway around the world on one post seven years ago.

47) Finally, Patrick Farrell's last so-called proof of consumer confusion cites one Better Business Bureau post from 2019 regarding the Florida-based Infinite Energy company. Figure 2 shows that one consumer uses the term "Infinite" correctly three times and then, mistakenly, uses the term "Infinity" once. Again, there is no evidence of consumer confusion as to the source of the Defendant's business name in this example—only evidence of a typo.

Figure 2. Better Business Bureau Post for Infinite Energy Headquartered in Florida



48) Patrick Farrell fails to assess the strength of the mark appropriately and accurately and fails to provide any evidence of actual confusion. Finally, Patrick Farrell does not provide any assessment, evidence, or comments regarding the remaining *Sleekcraft* factors: the proximity of the goods, the similarity of the marks, the marketing channels used, the type of goods and the degree of care likely to be exercised by the purchaser, the defendant's intent in selecting the

[19] The Farrell Report, ¶ 22.

mark, and the likelihood of expansion of the product lines.

Summary

49) The Farrell Report concludes that "internet corpus evidence shows that these words are in fact often confused" and that INFINITY ENERGY is strongly associated with [the] Plaintiff's company and that the phrase INFINITE ENERGY does in fact get confused with it."[20] According to the Oxford Scholarship Online, corpus evidence provides "massive evidence."[21]

50) In sharp contrast to "massive evidence," Patrick Farrell provides no evidence of consumer confusion based on internet searches. He only provides search engine results based on search engine algorithms and digital marketing tactics, none of which provides any evidence of actual human consumer confusion, let alone source confusion between the two marks in question.

51) Furthermore, Patrick Farrell provides no evidence that INFINITY ENERGY is strongly associated with the Plaintiff's company in the minds of relevant consumers. He also does not provide any evidence that INFINITE ENERGY is being confused with INFINITY ENERGY by relevant consumers. Even within the three pieces of so-called evidence provided by Patrick Farrell, only the terms INFINITE and INFINITY were presented, and they were presented as typos, not in reference to the parties in this case.

Conclusion

52) Interestingly, although Patrick Farrell was engaged to "render an opinion concerning the potential for consumer confusion," the term "consumer" is not referenced anywhere in his report, including in his CV, except for when he describes what he was engaged to do.[22] Moreover, the phrase

[20] The Farrell Report, ¶ 25.
[21] https://oxford.universitypressscholarship.com/view/10.1093/acprof:oso/9780199654864.001.0001/acprof-9780199654864-chapter-4.
[22] The Farrell Report, ¶ 5.

"likelihood of confusion" does not appear anywhere within the report.

53) As demonstrated throughout this report, the Farrell Report provides no objective empirical evidence regarding the likelihood of confusion between the parties in this matter. Instead, the Farrell Report relies solely on the subjective and unfounded opinions of Patrick Farrell, which are based on irrelevant internet searches and dictionary definitions. For these reasons, I do not consider the Farrell Report a reliable, independent basis for evaluating the likelihood of confusion in this matter.

Other Information

54) Should evidence come to my attention that I had not previously considered, I reserve the right to amend or supplement my report.

55) Executed this 27th day in April, 2022, in Dallas, Texas.



Rhonda Harper MBA, Harper Litigation Consulting and Research

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Exhibit 1: Rhonda Harper Resume

Owner, Harper Litigation Consulting and Research, Dallas, TX – Retained by more than 150 law firms to provide consulting, research, and expert witness services in cases involving trademarks and trade dress infringement, contract breakage, defamation, commercial reasonableness, licensing, and misleading and fraudulent advertising. Experience: federal, state, DE chancery, all circuits, JAMS, USPTO, AAA, TTAB, and USTTB. Courtroom and arbitration qualified. Class action cases. 2005 – present.

Founder, Owner, and CEO, Penrose Check-In Services, Dallas, TX – Created the senior care auditing category and career field. Penrose Check-In Services was the first and only nationwide tech-/app-enabled service that provided family oversight of seniors. Winner of the 2016 AARP Top 10 Innovation Health/Tech Start-Ups, 2016 Geriatrics Society of America's Top 15 Innovation Tech for Seniors Start-Ups, and 2017 Cartier/McKinsey Women's Initiative. 2013 – 2019.

Global Director, Communications, UPS. Atlanta, GA - Led the global marketing communications team for all business products, services, and agencies. Successfully launched UPS My Choice, the company's first B2C initiative and the largest launch in its history. Responsible for all global agencies. 2011– 2012.

General Manager/Senior Vice President, Ketchum Public Relations. Atlanta, GA - Led more than 100 professionals at the Atlanta and Dallas offices of a top-three global agency. Managed the second largest P&L serving the southern half of the United States. Increased client income by 33%. Launched practices, including social media, retail, and energy. 2005 – 2007.

Founder, Owner, and CEO, RTM&J. Atlanta, GA - Founded and led an organic growth strategy and research boutique consultancy. Select projects include global web strategy for IBM; private brand strategy for The Home Depot; brand repositioning for HSN; retail strategy for The Coca-Cola Company; innovation pipeline for Tyson Foods; cereal platform development for Kellogg's; multicultural corporate-wide roadmap creation for Target; portfolio brand positioning for Russell Athletic; new product commercialization for SC Johnson; segmentation strategy for Arby's; Hispanic marketing for Papa Johns; and in-bank user experience for Washington Mutual. 98% client repeat. 2003 – 2010

Vice President of Marketing, Sam's Club and Corporate Officer, Walmart. Bentonville, AR Top marketing officer reporting to the CEO. Led brand marketing, strategic planning, creative services, production, advertising, promotion, public relations, digital, research/insights, CRM, direct/database marketing, in-store merchandising, and signage for Sam's Club globally, a $40 billion division with 40 million members. Responsible for all agencies. Launched Shopper Marketing, now 25% of marketing budgets nationwide. 2000 – 2002.

Vice President of Marketing, Vanity Fair Intimates and Corporate Officer, VF Corp. Alpharetta, GA Top marketing officer reporting to the president. Led brand marketing, strategic planning, licensing, brand

trade, creative, research/insights, innovation, in-store merchandising, communications, direct mail, advertising, promotion, public relations, and digital for VFI, a $1.5 billion division of the world's largest apparel manufacturer. Managed a ~$40 million budget. Launched #1 product in chain stores, #1 brand in mass merchandisers. 1998 - 2000.

(1984–1998) Promotional Marketing Director, Nabisco Biscuit. E. Hanover, NJ: Led the promotional marketing team for the $4 billion Biscuit Division. Promotional Marketing Division Manager, Warner Lambert. Morris Plains, NJ: Member of the Listerine team, a $300 million business. Subsequently led team promotional marketing for the $1.5 billion consumer healthcare division. Marketing Director and Corporate Development Manager, American Red Cross. Washington, DC: Increased blood collections by 22% through database marketing. Created a diversified revenue stream strategy, raising more than $400 million annually. High School Math Teacher. Atlanta, GA: Created a management and discipline program that was shared systemwide. Created curriculum and increased the state student passage rate by 76%. Voted "Teacher of the Year."

EDUCATION

MBA, Emory University Goizueta Business School, 1988 – Business School Vice-President
BS, Education/Math Resource, Illinois State University, 1984 – Faculty Student Advisor

OTHER EXPERIENCE

Former Board Member, Partnership Against Domestic Violence (www.padv.org)
Former Board Member, Emory University Goizueta Business School Alumni Association
Former Board Member, Promotion Marketing Association (Brand Activation Association)
Former Board Member, Market Research Association (Insights Association)
Former Adjunct MBA Marketing Professor, American University and Fairleigh Dickinson University
Member, International Trademark Association
Member, Marketing Research Institute
Member, Association of National Advertisers
Member, American Marketing Association
Co-Founding Board Member Emerita, Leadership Worth Following
Keynote Speaker: Fortune 500 corporations, top 20 universities, and leading trade associations
Authored two books: *Seeking Joy: The Real Truth About Work/Life Balance*, 2003, and *Generation Y: What it Means for Marketers*, 2008

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Exhibit 2: Rhonda Harper Professional History

PROFESSIONAL EXPERIENCE
Founder and Owner, Harper Litigation Consulting and Research
*Chief Marketing Officer and Vice President of Marketing, Walmart Sam's Club
*Chief Marketing Officer and Vice President of Marketing, VF Corporation VFI
Senior Vice President and General Manager, Ketchum Communications
Global Director, Marketing Communications, UPS
Marketing Promotion Director, Nabisco Biscuit Division

PROFESSIONAL AFFILIATIONS
Board of Directors, Member, and Speaker, Brand Activation Association (Promotion Marketing Association)
Board of Directors, Member, and Speaker, Insights Association (National Research Association)
Member, American Bar Association
Member, International Trademark Association
Member, Data & Marketing Association (Direct Marketing Association)
Member and Speaker, American Marketing Association
Member and Speaker, Institute of International Research
Member, American Association for Public Opinion Research
Member and Speaker, Public Relations Society of America

EDUCATION
Master of Business Administration (MBA), Emory University Goizueta Business School – Vice President, Business School
Bachelor of Science (BS), Education/Math Resource, Illinois State University – Faculty Advisor

OTHER EXPERIENCE
Founder, Owner, and CEO, Penrose Check-In Services, LLC – International Winner: 2017 Cartier Women's Initiative, co-sponsored by McKinsey & Co.; National Winner: 2016 AARP Innovation@50+, Best New Start-Up for Seniors; National Winner: 2016 American Geriatrics Association 10 Best New Start-Ups for Seniors
Founder, Owner, and CEO, RTM&J, LLC
Co-Founder and Co-Owner, Harper Street, LLC
Co-Founder and Board of Directors, Leadership Worth Following, PLLC
Adjunct Marketing Professor, American University and Fairleigh Dickinson University
MBA Case Competition Judge, Emory University Goizueta Business School
Board of Directors, Member, Emory University Goizueta Business School Alumni Association

**The Chief Marketing Officer position title was not available at Walmart or VF Corporation. However, Ms. Harper held the highest marketing position and was an officer at both companies.*

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Exhibit 3: Rhonda Harper Rule 26 Testimony (2019–2022)

1) Amarussein Investments Luxembourg S.a.r.L. v. Signet Jewelers Brands Limited and Sterling Jewelers, Inc.
2) Diana Ismailyan, Robert Alan Leder, and Jeff Torres, individually and on behalf of all others similarly situated v. Apple Inc. DOES 1 to 100, inclusive
3) Kenco Bucket Trucks, LLC v. VersaBucket, LLC, Charles Rollins, and Nick Roberts
4) Think Green Limited d/b/a HAAKAA v. Medela AG and Medela LLC
5) Michael Lavine et al v. Herbalife, LTD, et al
6) River Light V, L.P. and Tory Burch LLC v. Olem Shoe Corporation
7) Sitelock LLC v. GoDaddy.com LLC
8) Louis Schwarz and Doris Schwarz v. The Villages Charter School Inc., The Holding Company of The Villages, Inc., and Randy McDaniel
9) Farjad Fani, Matt Johnson Finance, Inc., MyPhoneFax.com, LLC v. Shartsis Friese LLP
10) Jalinski Advisory Group, Inc. v. JBL Financial Services, Inc.
11) Ball Up, LLC v. Strategic Partners, Inc., Strategic Distribution, L.P., and Strategic General Partners, LLC
12) Toyota Motor Sales, USA, Inc., and Toyota Motor Corporation v. Richard Rentrop, d/b/a TVD Vinyl Decals
13) NEW NGC, INC. d/b/a National Gypsum Company, NGC INDUSTRIES, LLC, and National Gypsum Properties, LLC, v. Alpinebay, Inc.
14) Restoration Hardware Inc. v. Bungalow Home, LLC
15) Taco Mamacita, LLC f/k/a Taco Rosa LLC v. Wilco Holdings, LLC
16) The State of Idaho v. Chad Daybell and Lori Vallow

17) Jalinski Advisory Group, Inc. v. Franklin Retirement Solutions Inc.

18) JUUL Labs, Inc. v. 4X PODS, EONSMOKE, LLC d/b/a 4X PODS, Gregory Grishayev, Michael Tolmach, and John Does 1-50

19) Liqwd, Inc. and Olaplex LLC, v. L'Oreal USA, Inc., L'Oreal USA Products, Inc., L'Oreal USA S/D, Inc., and Redken 5th Avenue NYC, LLC

EXHIBIT N



45 Day*
Solar Installation

Energy
Savings Year over Year

25 year
Warranty

Protect
Your Home and the Environment

**Timelines are subject to variance based off of project complexity. The average shown is based off of the standard project.*

EXHIBIT O

INFINITE ENERGY HOME SERVICES
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HOME BATTERY – HVAC – WINDOWS

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TESLA
Alside
Hanwha

EXHIBIT P

To:	Infinity Energy Inc. (craig@simmermonlaw.com)
Subject:	U.S. Trademark Application Serial No. 88820219 - INFINITY ENERGY - N/A
Sent:	May 26, 2020 10:25:04 AM
Sent As:	ecom101@uspto.gov
Attachments:	

United States Patent and Trademark Office (USPTO)
Office Action (Official Letter) About Applicant's Trademark Application

U.S. Application Serial No. 88820219

Mark: INFINITY ENERGY

Correspondence Address:
CRAIG SIMMERMON
LAW OFFICE OF CRAIG A. SIMMERMON
980 9TH ST., 16TH FL.
SACRAMENTO, CA 95814

Applicant: Infinity Energy Inc.

Reference/Docket No.
N/A

Correspondence Email Address:

craig@simmermonlaw.com

NONFINAL OFFICE ACTION

The USPTO must receive applicant's response to this letter within six months of the issue date below or the application will be **abandoned**. Respond using the Trademark Electronic Application System (TEAS). A link to the appropriate TEAS response form appears at the end of this Office action.

Issue date: **May 26, 2020**

The referenced application has been reviewed by the assigned trademark examining attorney. Applicant must respond timely and completely to the issue(s) below. 15 U.S.C. §1062(b); 37 C.F.R. §§2.62(a), 2.65(a); TMEP §§711, 718.03.

SEARCH OF USPTO DATABASE OF MARKS

The trademark examining attorney searched the USPTO database of registered and pending marks and found no conflicting marks that would bar registration under Trademark Act Section 2(d). 15 U.S.C. §1052(d); TMEP §704.02.

DISCLAIMER REQUIRED

Applicant must disclaim the wording "ENERGY" because it is merely descriptive of an ingredient, quality, characteristic, function, feature, purpose, or use of applicant's goods and/or services. *See* 15 U.S.C. §1052(e)(1); *DuoProSS Meditech Corp. v. Inviro Med. Devices, Ltd.*, 695

F.3d 1247, 1251, 103 USPQ2d 1753, 1755 (Fed. Cir. 2012); TMEP §§1213, 1213.03(a).

Applicant's services consist of the installation of energy products and as such the term ENERGY is descriptive and must be disclaimed.

Applicant may respond to this issue by submitting a disclaimer in the following format:

No claim is made to the exclusive right to use "ENERGY" apart from the mark as shown.

For an overview of disclaimers and instructions on how to provide one using the Trademark Electronic Application System (TEAS), see the Disclaimer webpage.

How to respond. Click to file a response to this nonfinal Office action.

/Jacqueline Abrams/
Examining Attorney LO 101
(571) 272-9185
United States Patent and Trademark Office
jacky.abrams@USPTO.gov (INFORMAL ONLY)

RESPONSE GUIDANCE

- **Missing the response deadline to this letter will cause the application to abandon.** A response or notice of appeal must be received by the USPTO before midnight **Eastern Time** of the last day of the response period. TEAS and ESTTA maintenance or unforeseen circumstances could affect an applicant's ability to timely respond.

- **Responses signed by an unauthorized party** are not accepted and can **cause the application to abandon.** If applicant does not have an attorney, the response must be signed by the individual applicant, all joint applicants, or someone with legal authority to bind a juristic applicant. If applicant has an attorney, the response must be signed by the attorney.

- If needed, **find contact information for the supervisor** of the office or unit listed in the signature block.

To:	Infinity Energy Inc. (craig@simmermonlaw.com)
Subject:	U.S. Trademark Application Serial No. 88820219 - INFINITY ENERGY - N/A
Sent:	May 26, 2020 10:25:05 AM
Sent As:	ecom101@uspto.gov
Attachments:	

United States Patent and Trademark Office (USPTO)

USPTO OFFICIAL NOTICE

Office Action (Official Letter) has issued
on **May 26, 2020** for
U.S. Trademark Application Serial No. 88820219

Your trademark application has been reviewed by a trademark examining attorney. As part of that review, the assigned attorney has issued an official letter that you must respond to by the specified deadline or your application will be abandoned. Please follow the steps below.

(1) Read the official letter.

(2) Direct questions about the contents of the Office action to the assigned attorney below.

/Jacqueline Abrams/
Examining Attorney LO 101
(571) 272-9185
United States Patent and Trademark Office
jacky.abrams@USPTO.gov (INFORMAL ONLY)

Direct questions about navigating USPTO electronic forms, the USPTO website, the application process, the status of your application, and/or whether there are outstanding deadlines or documents related to your file to the Trademark Assistance Center (TAC).

(3) Respond within 6 months (or earlier, if required in the Office action) from **May 26, 2020**, using the Trademark Electronic Application System (TEAS). The response must be received by the USPTO before midnight **Eastern Time** of the last day of the response period. See the Office action for more information about how to respond

GENERAL GUIDANCE

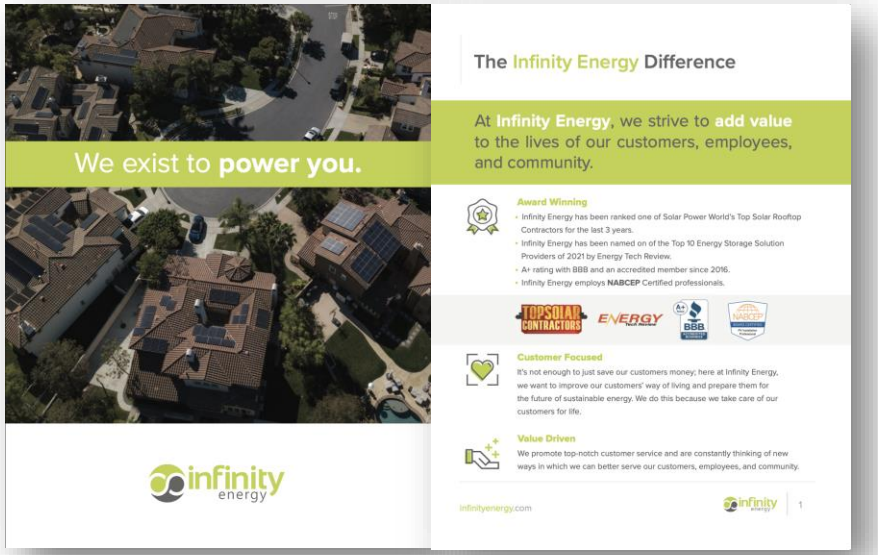
- **Check the status of your application periodically** in the Trademark Status & Document Retrieval (TSDR) database to avoid missing critical deadlines.

- **Update your correspondence email address**, if needed, to ensure you receive important USPTO notices about your application.

- **Beware of misleading notices sent by private companies about your application.** Private companies not associated with the USPTO use public information available in trademark registrations to mail and email trademark-related offers and notices – most of which require fees. All **official USPTO correspondence** will only be **emailed from the domain "@uspto.gov."**

EXHIBIT Q

D2D Sales Booklet



Proposals

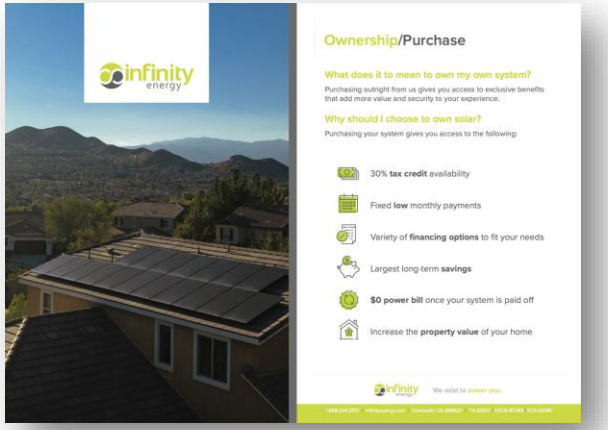


Brochures

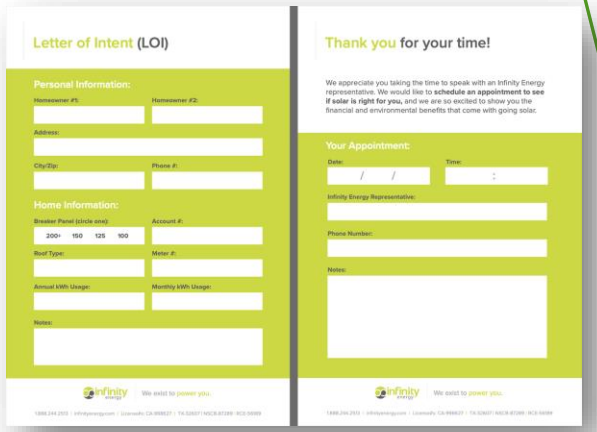
PPA Slick



Purchase Slick



LOI/Appointment Form





Lease Slick



Referral Slick

Sales Slicks

Banner



Social



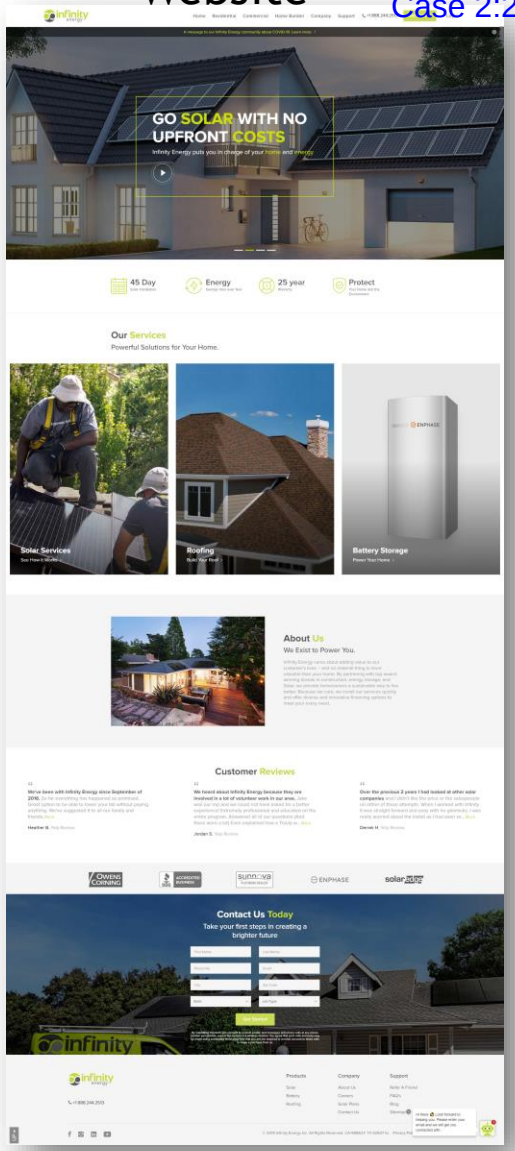
Video



Digital Ads

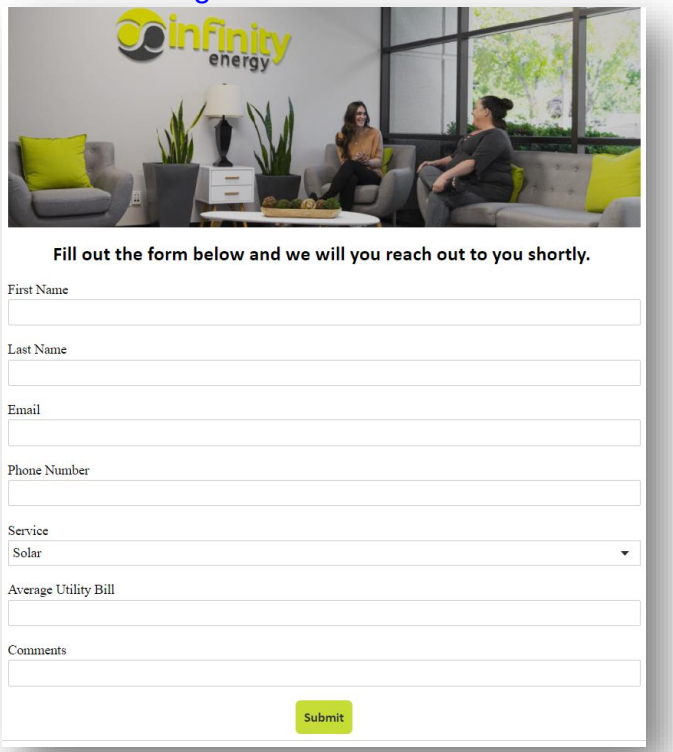
infinity energy

Website





Forms



Website

Landing Pages

EXHIBIT R

Find the best plan for you

Solar Plans	Power Purchase Choose plan	Solar Lease Choose plan	Solar Loan Choose plan
Plan Description	The Power Purchase Agreement (PPA) provides you immediate savings. With a Power Purchase Agreement, you buy electricity at a better rate than you do now, straight from your own roof. The Power Purchase agreement is popular with customers who want savings right now and don't want to take out a loan.	The Solar Lease provides fixed monthly payments for the benefits of Solar Power, without requiring a loan. The Solar Lease pricing is about the same as the Power Purchase Agreement – but is averaged out over the year to give you a consistent bill. Our customers that enjoy this plan value consistency, or sometimes live on a fixed income.	The Solar Loan provides a "best of both worlds" between the Lease and Cash Purchase. The loan product keeps the tax credit for going solar in your pocket, where it belongs. Our customers that choose the Solar Loan value both long-term and immediate savings. Savings not guaranteed. Savings are based off system size and usage.
Fixed Monthly Payments	✓	✓	✓
Tax Credit Available			✓
System Owner	✓		✓
$0 Down	✓	✓	✓
Save Money	✓	✓	✓
Warranty Coverage	✓	✓	✓
Optional Battery	✓	✓	✓

* PPA has two options. We offer an Easy PPA that has fixed payments when the normal PPA is determined by a price per KW. Our PPA option has th

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Contact Us Today

Take your first steps in creating a brighter future

First Name*

Last Name*

Email*

Phone No. (optional)

City (optional)

State (optional)

Zip Code*

How can we help you?

Message (optional)

Get Started

By submitting this form, you consent to receive emails, text messages and phone calls at any phone number you provide, even if the number is a wireless number. You agree that such calls and texts may be made using automated technology and that you are not required to provide consent to these calls to make a purchase from us.

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EXHIBIT S

B1155-9602 10/05/2022 3:12 PM Received by California Secretary of State

STATE OF CALIFORNIA
Office of the Secretary of State
STATEMENT OF INFORMATION
CORPORATION

California Secretary of State
1500 11th Street
Sacramento, California 95814
(916) 653-3516

For Office Use Only

-FILED-

File No.: BA20220943947
Date Filed: 10/5/2022

Entity Details

Corporation Name	INFINITE ENERGY HOME SERVICES, INC.
Entity No.	3935396
Formed In	CALIFORNIA

Street Address of Principal Office of Corporation

Principal Address	12178 TRIBUTARY POINT DR RANCHO CORDOVA, CA 95670

Mailing Address of Corporation

Mailing Address	12178 TRIBUTARTY POINT DR RANCHO CORDOVA, CA 95760
Attention	Rich Walton

Street Address of California Office of Corporation

Street Address of California Office	12178 TRIBUTARY POINT DR RANCHO CORDOVA, CA 95670

Officers

Officer Name	Officer Address	Position(s)
• Richard E Walton	12178 TRIBUTARY POINT DR RANCHO CORDOVA, CA 95670	Secretary, Chief Executive Officer, Chief Financial Officer
– ~~Richard E Walton~~	~~12171 Tributary Point Drive Rancho Cordova, CA 95670~~	~~Secretary, Chief Financial Officer~~

Additional Officers

Officer Name	Officer Address	Position	Stated Position
None Entered			

Directors

Director Name	Director Address
• Rich E Walton	12178 TRIBUTARTY POINT DR RANCHO CORDOVA, CA 95670

The number of vacancies on Board of Directors is: 0

Agent for Service of Process

Agent Name	JASON G. ELDRED
Agent Address	555 CAPITOL MALL, SUITE 700 SACRAMENTO, CA 95814

Type of Business

Type of Business	HOME SERVICES

Email Notifications

Opt-in Email Notifications	Yes, I opt-in to receive entity notifications via email.

Labor Judgment

No Officer or Director of this Corporation has an outstanding final judgment issued by the Division of Labor Standards Enforcement or a court of law, for which no appeal therefrom is pending, for the violation of any wage order or provision of the Labor Code.

Electronic Signature

☒ By signing, I affirm that the information herein is true and correct and that I am authorized by California law to sign.

Richard Walton	*10/05/2022*
Signature	Date

B1155-9603 10/05/2022 3:12 PM Received by California Secretary of State

EXHIBIT T

Banner





Social

Video



Digital Ads

infinity energy

EXHIBIT U

Trademark Snap Shot Amendment & Mail Processing Stylesheet
(Table presents the data on Amendment & Mail Processing Complete)

OVERVIEW

SERIAL NUMBER	88820219	FILING DATE	03/04/2020
REG NUMBER	0000000	REG DATE	N/A
REGISTER	PRINCIPAL	MARK TYPE	SERVICE MARK
INTL REG #	N/A	INTL REG DATE	N/A
TM ATTORNEY	ABRAMS, JACQUELINE WIL	L.O. ASSIGNED	101

PUB INFORMATION

RUN DATE	05/27/2020
PUB DATE	N/A
STATUS	661-RESPONSE AFTER NON-FINAL-ACTION-ENTERED
STATUS DATE	05/26/2020
LITERAL MARK ELEMENT	INFINITY ENERGY

DATE ABANDONED	N/A	DATE CANCELLED	N/A
SECTION 2F	NO	SECTION 2F IN PART	NO
SECTION 8	NO	SECTION 8 IN PART	NO
SECTION 15	NO	REPUB 12C	N/A
RENEWAL FILED	NO	RENEWAL DATE	N/A
DATE AMEND REG	N/A		

FILING BASIS

FILED BASIS		CURRENT BASIS		AMENDED BASIS	
1 (a)	YES	1 (a)	YES	1 (a)	NO
1 (b)	NO	1 (b)	NO	1 (b)	NO
44D	NO	44D	NO	44D	NO
44E	NO	44E	NO	44E	NO
66A	NO	66A	NO		
NO BASIS	NO	NO BASIS	NO		

MARK DATA

STANDARD CHARACTER MARK	YES
LITERAL MARK ELEMENT	INFINITY ENERGY
MARK DRAWING CODE	4-STANDARD CHARACTER MARK
COLOR DRAWING FLAG	NO

CURRENT OWNER INFORMATION

PARTY TYPE	10-ORIGINAL APPLICANT

NAME	Infinity Energy Inc.
ADDRESS	3855 Atherton Rd. Rocklin, CA 95765
ENTITY	03-CORPORATION
CITIZENSHIP	California

GOODS AND SERVICES

INTERNATIONAL CLASS	037
DESCRIPTION TEXT	Installation of solar energy systems and alternative energy products for residential and commercial use

GOODS AND SERVICES CLASSIFICATION

INTERNATIONAL CLASS	037	FIRST USE DATE	10/03/2014	FIRST USE IN COMMERCE DATE	10/03/2014	CLASS STATUS	6-ACTIVE

MISCELLANEOUS INFORMATION/STATEMENTS

CHANGE IN REGISTRATION	NO
DISCLAIMER W/PREDETER TXT	"ENERGY"

PROSECUTION HISTORY

DATE	ENT CD	ENT TYPE	DESCRIPTION	ENT NUM
05/26/2020	TEME	I	TEAS/EMAIL CORRESPONDENCE ENTERED	009
05/26/2020	CRFA	I	CORRESPONDENCE RECEIVED IN LAW OFFICE	008
05/26/2020	TROA	I	TEAS RESPONSE TO OFFICE ACTION RECEIVED	007
05/26/2020	GNRN	O	NOTIFICATION OF NON-FINAL ACTION E-MAILED	006
05/26/2020	GNRT	F	NON-FINAL ACTION E-MAILED	005
05/26/2020	CNRT	R	NON-FINAL ACTION WRITTEN	004
05/23/2020	DOCK	D	ASSIGNED TO EXAMINER	003
03/10/2020	NWOS	I	NEW APPLICATION OFFICE SUPPLIED DATA ENTERED IN TRAM	002
03/07/2020	NWAP	I	NEW APPLICATION ENTERED IN TRAM	001

CURRENT CORRESPONDENCE INFORMATION

ATTORNEY	Craig Simmermon
CORRESPONDENCE ADDRESS	Craig Simmermon LAW OFFICE OF CRAIG A. SIMMERMON 980 9TH ST., 16TH FL. SACRAMENTO CA 95814
DOMESTIC REPRESENTATIVE	NONE

INFINITY ENERGY

EXHIBIT V



Infinite Energy

@infiniteenergyco · Electrician

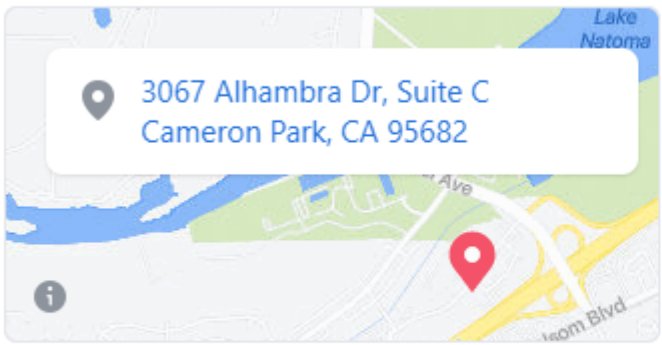
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infiniteenergyco.com

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About

See all



Infinite Energy provides California with the finest and most efficient energy saving solutions for both residential and

Create post

Photo/video | Check in | Tag friends

Infinite Energy
7h ·

Your electric bill is not going to get any cheaper!



EXHIBIT W

From: Josh Hoyt <hoyt79@gmail.com>
Sent: Monday, March 14, 2022 10:11 AM
To: Customer Service <customerservice@goinfinityenergy.com>
Subject: Re: Residential Permit process delays

> You don't often get email from hoyt79@gmail.com. Learn why this is important

2879 Merriam Lane
El Dorado Hills
95762

On Mon, Mar 14, 2022 at 9:21 AM Customer Service <customerservice@goinfinityenergy.com> wrote:

> Hello Josh,
>
> I apologize for your experience with our service. Can you please provide your full street address so we may best assist?
>
> Thank You,
>
> Kaycee L.
> 3825 Atherton Road
>
> Rocklin, CA 95765
> Toll-Free: 888-244-2513
> Fax: 888-244-2514

From: Josh Hoyt <hoyt79@gmail.com>
Sent: Friday, March 11, 2022 6:52 PM
To: Customer Service <customerservice@goinfinityenergy.com>
Subject: Residential Permit process delays

> You don't often get email from hoyt79@gmail.com. Learn why this is important

Hello,

I'm going to cut and paste my Google review to keep this easier on my end. I've called and emailed Rich with no response as of 3/10/2022.

First, I'd like to acknowledge that the employees at Infinite have always been polite and friendly anytime we've communicated, and overall, I'm sure Infinite Energy is a good company.

That being said, our experience has left me feeling that we may have made a mistake choosing this company, and after almost 5 months from signing a contract and paying over $30K for our solar system, we have yet to see a single dollar of a return on our investment.

Our system was installed back in November of 2021, and was a basic 9.6kW system that as far as we were told was straightforward residential system that would be up and running "hopefully" before the end of the year. The first problem we experienced was when the county inspector came to sign off on the project and we failed the inspection. The county inspector advised us that there were wires dangling down from the panels, making contact with the roof. "They should have picked up on that. They know better," was the comment from the inspector. He did mention that it was a minor issue, and easy to fix. Infinite did come out the next day and fix the wires.

Unfortunately, we were advised that this mistake would set the approval process back another 30 days.

45 days later I still had no updates from PG&E nor Infinite. Each party stated they were waiting on the other for "paperwork processing."

Rich advised me that PG&E was basically stalling and it "was a very busy time of year for them."

I gave the process another month before contacting PG&E. This time, the PG&E representative advised me that our application had been kicked back for being "incomplete." Apparently there was a date missing on one of the signatures. Infuriated, I asked the PG&E rep to send me the paperwork directly and I would make sure it was filled out myself and send it right back. PG&E's rep then stated "I'm sorry sir, but only the installer can generate the applications to be filled out. Once they get the signatures from the homeowner, it is their job to then submit it to us."

So… my frustration now sits with Infinite, who, should absolutely make sure all of the permit applications are filled out correctly and completely BEFORE submitting them to PG&E. Especially if they know the process, and especially if they know how much money can be lost each month the systems are not up and operating.

To say the least, I'm really disappointed with the way this process has turned out, and I'm wishing we had gone with another company that was more organized with their permit applications processing. At this point of the year, I estimate that we've lost approximately $600-$800 in electrical production, especially considering the mild winter. After requesting help via email, as well as calling and leaving messages to Infinite's staff, we've heard nothing back.

If you are considering this company, make absolutely sure that they FILL OUT YOUR PERMIT APPLICATIONS CORRECTLY before submitting to PG&E.

I'm still waiting for a response from anyone from your company who can explain to me why this happened, and why this is acceptable. Everyone who I've spoken with who has had their own residential solar systems have ALL stated that the longest they had to wait to switch their systems on was 8 weeks. At this point I've lost confidence in your company and am seriously considering alternative options for financial compensation.

PLEASE have SOMEONE contact me who knows what they're doing and can provide me with a LEGITIMATE EXPLANATION for what has happened with this permit process and a reasonable option to compensate us for the failures that have this far taken place.



Customer Service

| Infinity Energy Inc

1.888.244.2513 | customerservice@goinfinityenergy.com

infinityenergy.com

We exist to power you.

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EXHIBIT X

Have a Question?

Describe your issue

Submit

Frequently Asked Questions

Have any questions? Here are the most common questions we hear today.

Solar

Battery

Roofing

How quick will my panels be installed after I sign up? −

The average start to finish time is around 6-8 weeks depending on the area you live and the system we design for you.

What financing programs does Infinity offer? +

What if I move? +

What if the panels get damaged? +

Why should I install solar? +

Contact Us Today

Take your first steps in creating a brighter future

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Decline Accept

Email*

Phone No. (optional)

City (optional)

State (optional)

Zip Code*

How can we help you?

Message (optional)

Get Started

By submitting this form, you consent to receive emails, text messages and phone calls at any phone number you provide, even if the number is a wireless number. You agree that such calls and texts may be made using automated technology and that you are not required to provide consent to these calls to make a purchase from us.

infinity energy

+1 888.244.2513

Products

Solar

Battery

Roofing

Company

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Sitemap

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